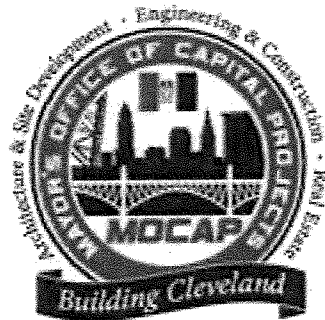


Issued: September 21, 2016

**REQUEST FOR PROPOSALS FOR
PROFESSIONAL ARCHITECTURAL / ENGINEERING SERVICES
FOR KENNETH L. JOHNSON RECREATION CENTER
PUBLIC IMPROVEMENTS**

Issuing Office:

**City of Cleveland
Mayor's Office of Capital Projects
Division of Architecture and Site Development
601 Lakeside Avenue, Room 517A
Cleveland, Ohio 44114
216/664-2584**



PROPOSALS DUE

**DATE: October 19th, 2016
12:00 Noon Local Time**

ALL RESPONSES SHALL BE MARKED AS:

"SEALED BID"

**Proposal for Professional Architectural / Engineering Services for
Kenneth L. Johnson Recreation Center Public Improvements**

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EXHIBIT A: NON-COMPETITIVE BID CONTRACT STATEMENT and W-9 FORM

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EXHIBIT C: MAYOR'S OFFICE OF EQUAL OPPORTUNITY
CLEVELAND AREA BUSINESS CODE-NOTICE TO BIDDERS &
OEO SCHEDULES

EXHIBIT D: SUBCONTRACTOR ADDITION AND SUBSTITUTION POLICY and
PROCEDURE

EXHIBIT E: SAMPLE PROFESSIONAL SERVICES AGREEMENT

EXHIBIT F: CONSULTANT SELECTION QUESTIONNAIRE

EXHIBIT G: STAGE / PHASE SUBMITTAL CHECKLIST

EXHIBIT H: PROJECT / BUILDING PLANS

**REQUEST FOR PROPOSAL FOR
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
FOR KENNETH L. JOHNSON RECREATION CENTER
PUBLIC IMPROVEMENTS**

City of Cleveland:

Mayor's Office of Capital Projects
Matthew L. Spronz, P.E., PMP, Director

Division of Architecture and Site Development
Mark Duluk AIA, LEED AP, Chief Architect, Project Manager

Date: September 21, 2016

I. BACKGROUND AND CONCEPT

It is the intent of the City of Cleveland Mayor's Office of Capital Projects, through this Request for Proposal (RFP), to solicit proposals Professional Architectural/ Engineering Services for Public Improvements for the Kenneth L. Johnson Recreation Center. These improvements shall consist of renovations of, and additions to, the existing facilities in order to provide upgraded facilities to house existing and expanded recreational programs at the Center.

The City of Cleveland Department of Public Works owns and operates twenty-one recreation centers. The Division of Recreation manages the daily operations at these facilities, while the Division of Property Management provides maintenance services on an on-going basis. The Kenneth L. Johnson Recreation Center is an active facility that offers numerous recreational programs to the surrounding community for residents of all ages.

The Kenneth L. Johnson Recreation Center, located at 9206 Woodland Avenue, Cleveland, Ohio 44104, consists of: a vintage brick building built in 1920 that was originally known as The Woodland Avenue Bath House; an outdoor pool (with a slide) and splash park; an outdoor playground; currently unprogrammed green space; and City-owned land available for facility expansion. A small on-site parking area is accessible from Kennedy Avenue, though most patrons rely on street parking or arrive by RTA transit, bicycle, or on foot.

The existing recreation center building is approximately 24,000 gross square feet. With two floors and a basement, current uses include a gym with an elevated track; a small indoor pool; a game room; lobbies, offices, multi-purpose rooms, a community kitchen; and a weight room. Constructed of brick masonry and terra cotta, the building has a combination of gabled clay tile roofs and flat roofs with skylights. It currently has no elevator, and is not handicapped-accessible; the main floor is above grade, and the upper floor spaces are at different levels at each end of the building. Currently, the building is slated for some lighting upgrades and a series of repairs to the roof, boilers, and radiators; this work is likely to be completed prior to construction of this project. The City of Cleveland has conducted various conditions assessments of the existing building, as well as various design studies. These studies, along with various Building Plans, a partial survey, and a copy of this RFP, these are available at his link: https://www.dropbox.com/sh/ai7d5a8od3goshv/AAC8bnrMJID4FPBUdQZ_gOOBa?dl=0

Based on these studies, the proposed concept for these improvements is to complete a comprehensive, phased master buildout plan for the entire facility, including:

- Site improvements, including surface parking and outdoor recreational facilities and storm water management – Total gross site area Approximately 6.75 Acres
- The enclosure of existing outdoor aquatic facilities (pool, slide, and splash park) – Approximately 21,000 Gross Square Feet
- Building additions, including new locker rooms and new lobby/entrance – Approximately 8,500 Gross Square Feet
- Building renovations, including accessibility and system upgrades – Approximately 24,000 Gross Square Feet

It is the City's intention to construct these improvements in phases based on recreational programming priorities, relative cost, and availability of funding. To fulfill this intention, the City seeks a creative Architectural and Engineering Team ("Consultant") qualified and experienced in the design of recreational facilities to engage collaboratively in determining the most effective approach to achieving the goals of this project.

The City currently has allocated \$5,500,000.00 towards the project, including but not limited to professional services and construction with related soft and hard project costs. Soft costs include, but are not limited to: professional services fees, allowable reimbursable expenses, surveys, testing, agency, and utility provider fees. Hard costs include, but are not limited to: materials, labor, equipment, testing, permits, general conditions, overhead and profit.

In the event that additional funding for the project is approved and allocated by the City during the course of the Contract, the Project Budget, Scope of Services, related fees, and Project Schedule may be negotiated with the Consultant and adjusted accordingly by Contract Amendment.

STAGE I : PRELIMINARY DESIGN services shall include: Phase A - Summary of Needs Study; Phase B - Conceptual Design; Phase C - Schematic Design; and Cost Estimation services, and are to reflect the full development of the Master Plan showing all intended building and site uses, and shall establish the design and budget for all future intended improvements, established during the Design Process. The Phase C Schematic Design deliverables shall include a detailed Construction Sequencing Plan with Cost Estimation per Sequence, which shall provide the cost basis for determining the scope of Construction Sequence 1 to be developed in Stage II – Detailed Design.

As part of Stage I services, the Consultant is to reference and review the existing building and site facilities plans, and prior assessments, which will be made available to the Consultant by the City. The Consultant is to review recommendations proposed under the previous plans and assessments, and during their own site visits and field assessments is to verify and determine which improvements are required and prioritize the proposed improvements; the complete Assessment shall also include a Site Survey, Geotechnical, GPR, and Site and Building Environmental Studies.

Once these Stage I services are complete and thoroughly reviewed, analyzed, and approved by the City, and a course of action that best fits the needs of the City, then Stage II services shall be authorized to commence.

STAGE II : DETAILED DESIGN services shall include: Design Development; Construction Documents; Bidding and Award services; and Cost Estimation services as required for the execution of the Construction Sequence 1 Scope as established in Stage I, which will be determined by the City based on the project priorities and actual funding available at the completion of the Stage I services. Once these Stage II services are complete and thoroughly reviewed, analyzed, and approved by the City, then the Stage III services shall be authorized to commence.

STAGE III: ADMINISTRATION OF THE CONSTRUCTION CONTRACT services shall consist of Construction Administration services as required for the execution of Construction Sequence 1 as defined by the Stage II Scope.

Action Steps and Ownership of Work Products: The City reserves the right to contract for the performance of Stage I services only, and delay or terminate future phases pending the outcome of the design and cost estimation work. Furthermore, the City reserves the right to award a contract for all phases of the project, yet terminate the project at any time, upon written notice to the Consultant and making payment for all satisfactory services rendered to date of termination. All deliverables shall become the sole property of the City for use or distribution as it sees fit without limitations from the Consultant, other than usual disclaimers for reliance of accuracy of use of another person's work product.

Possible Separate Bid Packages: The City desires that the Scope of Work determined as appropriate to move forward with into Stage II and Stage III services be bid as one bid package for Construction Sequence 1. However, based on the availability of funding, the Consultant

shall be responsible to evaluate the advantages and disadvantages of the need for separate bid packages that best serve the economic interests of the City, and to provide all services, if there is more than one bid package. The Consultant shall include in its' Fee any additional costs that may be incurred in the event that the City desires to issue up to three (3) bid packages to accomplish the work.

City Agencies (Cleveland): The Consultant shall consult in detail with the Director of the Mayor's Office of Capital Projects (MOCAP) and/or his designee and carefully analyze any information furnished by the Owner concerning the specific requirements of the Project, including but not limited to, design, construction, scheduling, budgetary, or operational requirements, limitations, and objectives. The Division of Architecture and Site Development (DASD) will coordinate the project and will work closely with the Consultant in all phases of the development. The Consultant shall comply with all standards and directives established and issued by the Division of Architecture and Site Development.

This facility is located within the corporate limits of Cleveland, Ohio and all work shall comply with all local, state and/or federal standards and ordinances and revised codes, including but not limited to Ohio Revised Code (O.R.C.) Chapter 153, as applicable to the scope of work. Compliance with these standards is mandatory by the Consultant and any resources needed to gain design compliance shall be borne by the Consultant.

II. SCOPE OF WORK

It is the City's intent to hire a creative Architectural and Engineering Team ("Consultant") qualified and experienced in the design of recreational facilities for the execution of the scope of work as described in this RFP. This scope of work is organized into the three (3) Stages and various Phases as follows:

STAGE I: PRELIMINARY DESIGN - Services to establish Project Scope and Design, including:

- Phase A: Summary of Needs Study
- Phase B: Conceptual Design
- Phase C: Schematic Design
- Cost Estimation Services

STAGE II: DETAILED DESIGN - Services to complete design documentation and solicit bids for Construction Sequence 1, including:

- Phase A: Design Development
- Phase B: Construction Documents
- Phase C: Bidding and Award
- Cost Estimation Services

STAGE III: ADMINISTRATION OF THE CONSTRUCTION CONTRACT - Services for completing Construction Sequence 1.

The following is a description of the services to be provided under each Stage of the work:

STAGE I: PRELIMINARY DESIGN

The Preliminary Design Stage shall include: Phase A - Summary of Needs Study; Phase B - Conceptual Design; Phase C - Schematic Design; and Cost Estimation services as necessary to establish the Project Scope and Cost.

Phase A - Summary of Needs Study:

Objective: The Summary of Needs Study shall establish and address the requirements, goals and the constraints for this project.

Deliverables: The Summary of Needs Study shall include, but not be limited to, the following deliverables, related services and activities:

- Project Kick-Off Workshop: In collaboration with City Staff, the Consultant shall host a Project Kick-off Workshop to establish project Goals and Aspirations with the key project stakeholders (list of which are to be pre-approved by the Director).
- Programming: In collaboration with City Staff, the Consultant shall engage in a programming workshop to:
 - Develop and refine a building space/use program, including sizing of utility spaces, for the “full build-out” scenario.
 - Develop and refine a site use program.
 - Present the Program to project stakeholders.
- Code Reviews: Zoning and Building Code Reviews for Site and Building (Article 34).
- LEED Workshop: The Consultant shall host a LEED Workshop with all design & engineering disciplines and decision makers to set project goals for sustainability.
- LEED Review: The Consultant shall provide recommendations for achieving minimum target of LEED Silver; supported by LEED Checklist
- Geotechnical Study: The City has limited Geotechnical information; the Consultant shall provide a thorough Geotechnical Study and Report, including Structural/foundation design recommendations.
- Site Survey: The City has performed a partial Site Survey; the Consultant shall provide a complete Site Survey conforming with ALTA/ACSM standards.
- Environmental Studies: The Consultant shall provide a complete Phase 1 Environmental study for both the Site and the Building.
- Ground-Penetrating Radar (GPR): The Consultant shall provide a GPR study of the entire site.
- Civil Assessment: the Consultant shall provide a Civil Assessment of the site based on existing information and information obtained as part of the Summary of Needs Study.
- Existing Facilities Assessment: The Consultant shall provide an assessment of all existing facilities, including the building, pool, slide, splash park, playground, parking, drives, walkways, etc., including:
 - Review and evaluation of prior conditions assessments as provided by the City.
 - Review and assess the condition/integrity of all existing facilities, including, but not limited to all building interior and exterior conditions, systems, and equipment.
 - Provide a written report of the findings, along with recommendations for repair/replacement of systems, including possible alternative options.
- Community Meetings: The Consultant shall participate in any Community Meetings conducted during the Summary of Needs Study.

The City of Cleveland will make available to the Consultant any readily available existing conditions data, drawings and related information it has for the project. Data, documents and related information will likely consist of varying electronic and paper format.

It shall be the responsibility of the Consultant to obtain any additional information necessary for the full and proper execution of this work. The cost for all Consultants required shall be borne by the Consultant and included in the Fee.

The Consultant shall participate in weekly telephone conference call meetings, and weekly meeting in person as determined as necessary by the City.

After all review and approval requirements for the Summary of Needs Study have been met, and incorporation of any changes ordered by the Director, the Director shall authorize the Consultant in writing to commence Conceptual Design.

Phase B - Conceptual Design:

Objective: The primary objective of the Conceptual Design Phase is to ensure that multiple options have been explored, reviewed and analyzed.

Deliverables: Based on the approved Summary of Needs Study, the Conceptual Design Phase shall include, but not be limited to, the following deliverables, related services and activities:

Concept Sketches: based upon the outcome of the Workshops held in the Summary of Needs Study, the Architect shall prepare and present for the Director's approval, without limitation, the following:

- Three (3) alternative Concept Sketches – rough, diagrammatic drawings of the site and architectural design.
- Photos of architectural/program precedents and other supporting materials to suggest different methods of approaching the design while meeting project requirements.

Concept Design: based upon the Director's selection of a Concept Sketch direction, the Architect shall prepare and present for the Director's approval, without limitation, the following:

- Three (3) alternative Concept Design solutions of the project in a more refined manner than the Concept Sketches.
- Concept Design solutions should include options for different means of accomplishing the enclosure of the existing Aquatic facilities.
- Using some combination of study models, perspective sketches, and/or digital modeling, describe alternative methods of achieving the vision established from the selected Concept Sketch as well as illustrate the scale and relationship of the Project components.
- Conceptual Cost Estimates, in CSI format, utilizing per square foot data appropriate for the various program components and for this region (R.S. Means or other approved source) for the three (3) alternative Concept Design solutions, including relative costs of systems (i.e.: structural and mechanical systems for the enclosure of the existing Aquatic facilities.)

After all review and approval requirements for Conceptual Design have been met, and incorporation of any changes ordered by the Director, the Director shall authorize the Consultant in writing to commence Schematic Design.

Phase C - Schematic Design:

Objective: The primary objective of the Schematic Design Phase is to define the site and building relationships, character, and layout and establish the project scope within the requirements and budget of the Project.

Deliverables: Based upon the Director's selection of a Final Conceptual Design, the Schematic Design Phase shall address all requirements of the Project and shall include, but not be limited to, the following deliverables, related services and activities:

- Schematic Site and building Plan Drawings (Floor Plans, Roof Plan, etc.) which illustrate all components of the Project including the size, scale, location, dimensions, and character of the structure.
- Schematic Elevation and Section Drawings which illustrate the spatial relationships, construction, materials and exterior character of the Project.
- Refined and developed study models, perspective sketches, and/or digital models.
- Schematic drawings and specifications illustrating and describing the architectural and structural components of the Project.
- Written description of all materials, components, and systems (Civil, Structural, Electrical, and Mechanical) to be incorporated into the Project.
- Any other documents or items required to illustrate the Schematic Design and the conformity of same with the requirements of the Project.
- Project Construction Sequencing Plan, illustrating the Construction Sequences required to achieve the Master Plan vision for the project.
- Updated Program reflecting sizes of all spaces.
- Schematic Design Cost Estimate in CSI format, based on costs for comparable work in this area, broken down by proposed Construction Sequences, for the Master Plan vision for the project (all Sequences.)
- Construction Sequence 1 Schematic Design Package and Cost Estimate in CSI format, for the Scope of Work determined as appropriate given project priorities and available funding.

- Community Meetings: Prepare materials for, and participate in any Community Meetings conducted during Schematic Design.
- Updated Building and Zoning Code Review for Schematic Design.

The Consultant shall present the Schematic Design deliverables to the Director and shall incorporate any changes ordered by the Director in regard to the Schematic Design or the requirements of the Project.

The Consultant team shall participate in weekly telephone conference call meetings. The Consultant team shall attend the weekly meeting in person as determined as necessary by the City.

In addition the Consultant shall attend all project meetings with various City departments/divisions and/or public meetings as required and shall prepare presentations and represent the Department in presenting design proposals to the Cleveland Landmarks Commission, Cleveland Design Review Committee, the City Planning Commission and any other State of Ohio or municipal agencies necessary to achieve final plan review and approval.

After all review and approval requirements of the Project have been met and incorporation of any changes ordered by the Director, the Director shall authorize Consultant in writing to commence Stage II: Detailed Design, or such part thereof as directed by the Director, for the Scope of Work.

STAGE II: DETAILED DESIGN

The Detailed Design Stage shall include: Phase A - Design Development; Phase B - Construction Documents; Phase C - Bidding and Award services; and Cost Estimation services as necessary for the execution of the Construction Sequence 1 Scope of Work.

Phase A - Design Development:

Objective: The primary objective of the Design Development Phase is to complete all design required for the project.

Deliverables: Based upon the Director's approval of the Stage I Phase C Schematic Design Package, including the Schematic Cost Estimate, and on the Director's authorization of any adjustments in the Project requirements and the budget, the Design Development Phase shall address all requirements of the Project and shall include, but not be limited to, the following deliverables and related services and activities:

- Site/Civil: Site Layout and Materials Plan, Grading and Drainage Plan, Site Utilities Plan, and Planting Plan and Schedule.
- Architectural: Site Plan, Dimensioned Floor Plans indicating sizes and construction of all components, Roof Plan, Furnishing and Equipment Plan, Enlarged Plans and Sections, Room finish Plans/Schedule, Building Sections, Door and Window Schedules, Preliminary Wall Sections and Building Details, and Reflected Ceiling Plans.
- Structural: Foundation Plan, Framing Plans, footing/Beam/Column Schedules; final floor elevations.
- Mechanical: Heating/Cooling Load Calculations, Equipment Schedules, HVAC Plans indicating main and branch ductwork and Equipment.
- Plumbing: Plumbing Calculations, Fixture Schedules, Plumbing Plans indicating all Supply and Drainage piping and equipment.
- Electrical: Floor Plans locating all equipment and loads, Site Plan with site lighting and fixture types, Lighting Plans with preliminary circuiting, Preliminary Panel Schedules.
- Outline Specification: An outline specification describing in general the type of construction, materials, systems and other pertinent information for all disciplines.
- Geotechnical Information: Soil Borings and accompanying report based on Schematic Design, including structural/foundation recommendations.
- Phase 2 Environmental Study: for Site and Building areas impacted by the Construction Sequence 1 Scope of Work per the Approved Schematic Design.
- Programming: Updated Program reflecting sizes of all spaces as developed.

- Cost Estimation: Design Development Cost Estimate in CSI format, based on costs for comparable projects in this area.

During the development of the Design Development Documents, the Consultant shall confer as necessary and as required with the Director and members of his staff and any other officials of the City as the Director may direct in order that the intent and requirements of the City in regard to the improvements and their scope are met as nearly as practicable.

The City will not consider Design Development as completed until all approvals required by the City at this Stage have been obtained, including that of the Director. After all review and approval requirements of the Project have been met and incorporation of any changes ordered by the Director, the Director shall authorize Consultant in writing to commence Construction Documents.

The Design Development Documents, including the Cost Estimate, as approved, shall be control documents for the Construction Documents, Detail Specifications and other documents required to obtain bids and to form the basis of contract proposals for the actual construction of the project.

Phase B - Construction Documents:

Objective: The primary objective of the Construction Documents is to produce the Contract Documents, which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project and all its components fully operationally and functionally usable for its intended purpose. This shall include, but is not limited to, the satisfaction of all testing, permitting, qualifications, certifications, validations and obtaining regulatory approvals by all applicable regulatory authorities (City of Cleveland, State of Ohio, U.S. Government).

Deliverables: Based upon the Director's approval of the Construction Sequence 1 Phase A Design Development Package, including the Design Development Cost Estimate, and on the Director's authorization of any adjustments in the Project requirements and the budget for the Cost of Work, the Construction Documents Phase shall address all requirements of the Project and shall include, but not be limited to, the following:

- Title Sheet per City of Cleveland Standards, including:
 - Code Summary
 - Location Map
 - Drawing Index
 - General Notes
- Site/Civil/Landscape:
 - Complete SWP3 Plans and Details; including all calculations as required
 - Property Survey
 - Site Grading, Layout, and Utility Plans
 - Site and Utility Details
 - Landscape Planting Plans, Schedules, and Details.
- Architectural:
 - Code Review, Life Safety, and Fire Resistance Plans
 - Firestopping Details.
 - Fully developed and dimensioned Floor Plans indicating all Building Spaces and Components.
 - Enlarged Floor Plans of key building areas as required.
 - Interior Elevations and Details.
 - Interior and Exterior Window, Door, and Frame Schedules, Elevations, and Details.
 - Interior and Exterior Finish and Color Schedules.
 - Reflected Ceiling Plans and Details.
 - Wall Sections and Architectural Details (Interior and Exterior.)
 - Elevator and Stair Enlarged Plans, Sections, and Details.
 - Signage Plans, Designs, Schedules and Details (Interior and Exterior.)

- Partition Type Schedules and Details
- Roof Plan and details
- All Exterior Building Elevations.
- Floor Finish Plans and Details.
- Furniture and Equipment Plans.
- Structural:
 - Fully developed and dimensioned Foundation Plan.
 - Fully developed and dimensioned Floor and Roof Framing Plans
 - Footing, Column, Grade Beam, Beam, and other Schedules.
 - Enlarged Plans as required (Elevator, Stairs, etc.)
 - Foundation, Framing, and other Structural Details.
- Mechanical:
 - Mechanical Equipment and Exterior Louver Schedules
 - HVAC Floor/Reflected Ceiling Plans indicating all ductwork, equipment, and diffusers/return air grilles.
 - Mechanical Piping Plans, Riser Diagrams, and Piping Schematics.
 - Enlarged Equipment Area/Room Plans.
 - Mechanical Design Details.
 - Ductwork and wall penetration details, including dampers and rated firestopping assemblies.
- Plumbing:
 - Plumbing Fixture Schedules.
 - Plumbing Floor Plans indicating all plumbing fixtures, domestic water, storm, waste, vent and gas piping, meters, and equipment, including utility connections.
 - Plumbing Riser Diagrams.
 - Plumbing Design Details.
 - Enlarged Plumbing Equipment Area/Room Plans.
 - Fire Protection Plans.
- Electrical:
 - Lighting Fixture and Control Schedules.
 - Power Riser Diagrams and Panel Schedules.
 - Power Plans, including Electrical Service.
 - Lighting Plans
 - Telecommunications/Technology/Security Plans.
 - Enlarged Electrical Equipment Area/Room/Server Room Plans.
 - Electrical Details.
 - Electrical Site Plan and Details.
- Technical Specifications/Project Manual:
 - Detailed Technical Specifications for all disciplines in current CSI *Master Format*.
 - Division 1 and other Specification sections as required to meet LEED requirements.
- Geotechnical: Geotechnical/Soils and GPR Reports to be included as Appendices in the Project Manual.
- Cost Estimation: Cost Estimates in CSI format at 30%, 60%, 90% and 100% Construction Document submittals for review.

Meetings: The Consultant shall participate in a weekly conference call-in meeting, and shall attend the weekly meeting in person as determined as necessary by the City.

Submittals: The Consultant shall prepare and submit Construction Documents for 30%, 60%, 90%, and 100% reviews, including Cost Estimates, and attend review meetings with the City. All drawings and contract documents, including schedule of prices and detailed specifications, are to be comprehensive and concise in nature and in accordance with all professional practice standards in order to completely and accurately describe the design intent and construction/installation methods for the development of the entire project.

Approvals: The Director and/or his designees shall review and approve, where appropriate, the Detailed Design documents, or any portion thereof. The Consultant shall make corrections, modifications and changes as directed by the Director and/or his designees to align with the program and budget of the project.

Design Review and Permitting: The Consultant shall take the lead in obtaining and coordinating the information required by the various agencies and entities from which permits and/or approvals are needed for the Project, including all Environmental, Site, and Utility Applications. The Consultant shall also take the lead in applying for, negotiating, and acquiring the necessary permits and approvals. All plan review application fees to City, state and/or federal agencies shall be borne by the Consultant and included in the Fee. The cost of building permits for Construction shall be borne by the Contractor(s).

Phase C - Bidding and Award:

Objective: The primary objective of the Bidding and Award Phase is to solicit bids from qualified Contractors and award a Construction Contract for the execution of the work.

Deliverables: Bid Documents: A full master set of reproducible final (100%) Construction Documents on Mylar (or other approved medium) and in electronic format (“~.pdf” AND “~.dwg” AutoCAD® for Drawing files; “~.pdf” AND Microsoft Word® “~.doc” for Specification files) on compact disc and via electronic download shall be provided to the Division of Architecture and Site Development for use in compilation of the bid package. Files may be compressed in a “~.zip” file format.

Bidding Activities: The Consultant shall assist the City of Cleveland in Bidding activities, including, but not limited to:

- Preparation of bidding documents and forms
- Preparation of the Conditions of the Contract and the form of agreement between the City and all Contractors.
- Attendance and participation in Pre-Bid Meeting.
- Assist the Division of Purchases and Supplies in providing answers to bidder’s questions during the bidding period.
- Assist in the preparation of any Addenda.
- Assist in obtaining, tabulating, and analyzing bids.
- All other bidding activities set forth in more detail in the Sample Professional Services Agreement attached to this RFP as Exhibit E.

The City will not consider Stage II as completed, or release payment for the final 10% of the Stage, until an accepted, qualified bid for accomplishing the project scope within the budget has been obtained.

STAGE III: ADMINISTRATION OF THE CONSTRUCTION CONTRACT

The Administration of the Construction Contract Stage shall include all services necessary for the execution of the Construction Sequence 1 Scope of Work.

Construction Administration:

The Consultant shall perform Construction Administration in accordance with the Sample Professional Service Agreement attached as Exhibit E, which include but shall not be limited to the following:

- Attend in person Pre-Construction Meeting(s).
- Field Observation and Inspection services during construction shall include a minimum of two (2) site visits (two hours each) per week during intense and/or critical construction activity periods to inspect the work in progress.
- Coordinate and manage Field Observation services for Sub-consultants for all disciplines, including Job Meeting attendance as required.
- Attend in person and participate in weekly job meetings. (The Contractor shall be responsible for providing written minutes of all meetings.)
- Review and approval of all shop drawings and submittals, including coordination of all sub-consultant reviews and approvals.
- Respond to Contractor requests for information.
- Assist Contractor in completing and submitting all LEED documentation.
- Participate in the preparation of field clarifications for changes in the Work

- Review and approve Contractor applications for payments
- Perform site inspections and review the contractors punch lists for Substantial Completion and Final Acceptance.
- Provide services to obtain complete Commissioning of all completed systems and construction.
- Assist the City in resolving all post-occupancy claims of deficient work during the one-year warranty/guarantee period.
- Provide As-Built/Record Documents for the Project incorporating any changes during construction as a hard copy and in electronic format (“~.pdf” AND “~.dwg” AutoCAD® for Drawing files; “~.pdf” AND Microsoft Word® “~.doc” for Specification files)
- Participate in warranty/guarantee inspections at the conclusion of the warranty/guarantee period.

III. OTHER CONDITIONS AND INFORMATION

Formats for Deliverables: All deliverables for all Stages and Phases shall be submitted in nascent software formats (“~.pdf” AND “~.dwg” AutoCAD® for Drawing files; “~.pdf” AND Microsoft Word® “~.doc” for Specification files and Meeting Minutes; “~.pdf” AND Microsoft Project® for Project Schedules) via electronic download at the end of each Stage and Phase as Record Deliverables. Files may be compressed in a “~.zip” file format.

Meeting Minutes: The Consultant shall record and issue meeting minutes for all meetings, conferences, and conference calls attended by the Consultant to all attendees.

Project Schedule: The Consultant shall submit within ten (10) calendar days after the award and/or execution of the Contract a Project Schedule in Microsoft Project®, which shall include:

- Proposed duration of each Stage and Phase.
- Milestone dates including review submittals.
- Allowance for reasonable time required for all reviews/approvals by all authorities.

The Consultant shall produce, maintain, update biweekly, and submit the Project Schedule at each Stage and Phase of the project, or as requested by the City.

Management of the Budget: The Consultant shall be responsible for managing the Project Budget, and shall, during each Stage per the Scope of Work described in this RFP:

- Provide Cost Estimates in CSI format appropriate to the level of project completion in Microsoft Excel, formatted for 8-1/2” x 11 paper.
- Review the Project Scope and Budget with the City and provide back-up documentation.
- Adjust the Project Scope and modify documents as necessary to ensure alignment of Project Scope with the Project Budget.

The City shall not consider any Stage or Phase of the Professional Services as complete, nor authorize the continuation of the Consultant’s Services, until satisfied that the Project Scope as defined in the Contract Documents can be achieved within the Project Budget.

Professional Services Payments: Payments for Professional Services shall be made in accordance with the Consultant’s Proposed Fee (See Section III Proposal Submission Requirements – Item P.) Consultant shall be responsible for management of the Professional Services Fee as follows:

- Submit Sample format for Requests for Payment for City Approval; to include:
 - Fee Breakdown by Stage per Proposal.
 - Percent Complete, Amount Earned, Previous Fee Billing, and Current Billing by Stage.
 - Reimbursable Expenses by Phase, broken down by Current, Prior, and Billed-to-Date.
 - Staff logs/hours expended and reimbursable receipts for each Request for Payment.
- Submit Requests for Payment on a monthly basis not to exceed the amounts stipulated in the Fee, including reimbursable expenses, for each Stage and Phase.
- Payments may not exceed 90% of each Stage or Phase until the Phase or Stage is satisfactorily completed and accepted by the City.

- Final payment will be made only when all record and project close-out documents have been accepted by the City as complete.
- Any portions of Fees or Reimbursable Allowances not utilized for any Stage or Phase may only be utilized in later Stages or Phases with prior written authorization by the City.

Composition of Consultant Team: It is anticipated that involvement by the following disciplines and services will be required throughout this Project in varying degrees:

- Architecture, including Historic Restoration and Renovation
- ADA Compliance
- Structural Engineering
- Electrical Engineering
- Mechanical Engineering (HVAC, Plumbing & Fire Protection)
- Civil Engineering
- Geotechnical Engineering
- Landscape Architecture
- Specialty Engineering (i.e.: Acoustical, Audio/Visual, Communications, Security System, Fire Alarm System, Fire Sprinkler System, etc.)
- Sustainability (LEED consulting/certification services, Commissioning)
- Energy Modeling and analysis
- Environmental Engineering for Sites and Structures

Standard of Care: The standard of care of the services provided by the Consultant shall meet or exceed that level commonly expected of professional architects and engineers that are licensed to practice in the State of Ohio.

The Consultant shall assume the role of “Architect-of-Record” and “Engineer-of-Record” for all work performed under the contract and be licensed in the State of Ohio. All documents for the work performed under the contract shall bear a current, active professional seal recognized by and as required the State of Ohio.

The Consultant shall attend and participate in project meetings with various City departments/divisions and/or public meetings as required during all Stages.

Upon request, the Consultant shall make field observations and conduct investigations, as required, to evaluate existing conditions during all Stages.

Upon request, the Consultant, through the services of a sub-consultant, shall provide environmental assessment services to determine the extent and impact of the presence of hazardous materials within a project area. Individuals performing these services must be fully licensed to perform the services needed and shall work with the Consultant and the Division to prepare scopes of work and cost estimates for remediation work.

Site Review and On-Site Questions: It is the responsibility of the Consultant to be fully acquainted with the existing conditions of the project by conducting visual inspections and site visit(s) prior to proposal submission. Site visits to the Kenneth L. Johnson Recreation Center may be conducted only during the hours of normal operation and when the facility is open to the public. These visits are for observation only. No discussions on-site shall be deemed official. All questions must be submitted in writing and will be responded to within an addendum to this RFP.

***Disclaimer:** The City advises that the Kenneth L. Johnson Recreation Center, although a fully functional facility, may have conditions in selected areas that warrant due care and that proposers entering the structure do so at their own risk and are further advised to wear appropriate protective clothing, footwear, eye protection and dust protection to ensure their personal safety. The City shall not assume any liability for personal safety.*

Energy Efficiency, Sustainability and LEED Certification:

All designs for this Project shall achieve maximum energy efficiency and sustainability per the City of Cleveland Sustainable Municipal Building Policy, in consultation with the Division of Architecture and Site Development and the Mayor’s Office of Sustainability.

LEED Silver will be the baseline goal of the project, and all aspects shall conform as closely as possible to the baseline requirements. The Consultant shall periodically update LEED

Scorecard after the Workshop. As directed by the City, the Consultant shall incorporate minimum program requirements, prerequisites and selected credits into the proposed scope of work. The project will be required to register and submit for LEED Certification.

Historical Review, Historical Sensitivity and Options for the City's Consideration: The Consultant must take into account the historical details and character of the existing structure and its design aesthetics in all renovations, modifications, and additions involved in the Project. The City requests that any renovation of the building exterior to be as nearly in compliance with applicable historical preservation guidelines as published by the U.S. Park Service and in conformance with expectations of the Cleveland Landmarks Commission.

Due to the historic aesthetics and legacy of the existing building, the Consultant shall coordinate with the Cleveland Landmarks Commission, and adhere as much as reasonably possible to the policies and procedures of the Commission. Where conflicts exist between proposed scope of work and the aforementioned policies and procedures, the Consultant shall fully inform the Director on what issues are required and what are desirable. The Director will make the decision(s) on what course of action shall be taken in these matters.

IV. PROPOSAL SUBMISSION REQUIREMENTS

Each Consultant that wishes to be considered for selection to perform this scope of services shall submit to the Division of Architecture and Site Development the following items:

A. Cover Letter

B. Organization of the Firm

Include a description of the Consultant Firm including information regarding its primary business, its background and history, its organizational structure, QA/QC program, and the number of employees. This section should contain any additional information about the firm that the firm feels will assist in understanding the qualifications of the firm. It is highly desirable that there be a local component to the Consultant Team to facilitate response time to matters that require on-site reviews.

C. Project Approach

The Consultant shall include a description of their management approach and technical approach for the proposed Scope of Services. A specific and complete list of proposed deliverables shall also be included.

D. Ability to Perform Scope of Services

At a minimum, demonstrate how the firm meets the following qualifications:

1. A minimum of five (5) years of professional architectural/engineering experience with projects of similar scope of work. Each project reference should include a short description of the scope of work, the engineering and construction budget amount, the timeframe required for completion, and any exceptional successes, or challenges encountered during of the project.
2. Experience coordinating with and obtaining required advisory panel approvals, building and other regulatory permits from various City of Cleveland offices.

E. Capacity to Perform Work

Provide a description of the Consultant's capacity to perform work requested by describing the Team's current workload, including consideration for current City project workload, and the availability of the staff to meet required schedules. Identify all City projects currently being worked on and stage of development. Describe the methods utilized to track work progress, budgets, and deadlines. Describe any support personnel or technical resources the Consultant plans to use to assist in performing work as required on schedule, and within budget.

F. Special Commendations

The Consultant shall provide any other pertinent data, information and other extraordinary circumstances which will clearly demonstrate their unique ability to provide the required Professional Services in a manner not detailed previously within this RFP.

Inclusion of expert historical preservation design professionals on the Consultant is strongly encouraged.

G. Qualifications of Project Team

Include a list of all key employees to be assigned or employed on the Project by the firm. The resume of each such person shall be attached to the Proposal (limit of 1 page for each). The Proposal shall also identify the person who will be the primary contact and any alternate personnel to be assigned to the project. Only resumes of key employees are to be included in the Proposal and significant effort should focus on highlighting the key employees and their relevant qualifications and past experiences that will be comparable to work as detailed in the RFP. Client references shall be included with telephone numbers and email addresses.

The Consultant shall provide: professional licenses held by any and all members of the Project Team including design/engineering firms; certificates of current professional liability insurance; and any associations to which they hold membership.

LEED Requirements:

1. Demonstrated knowledge of sustainable and green design and construction practices including at least one LEED-accredited professional on the Consultant. Identify all the LEED Accredited Professional(s) (LEED-AP Legacy, LEED Green Associate or LEED AP+) on the Consultant's Team.
2. Be qualified to complete a LEED checklist and, based upon the completed checklist, to incorporate LEED building principles in its design of the project, to the maximum extent applicable and feasible consistent with the project scope and with cost constraints and, for projects involving the energy performance of a facility, to comply with ASHRAE 90.1-latest version and/or Energy Star's Portfolio Manager.

Demonstrated cost estimating knowledge in particular in historic renovations, additions and alterations as may be relevant to the Project.

In the event an interested group or combination of consultants is proposing a joint venture, collaboration or similar arrangement with other firms, please state the nature and hierarchy of the relationship in the proposal.

H. Project Team

Include a list of all proposed sub-consultants, technicians and testing agencies and their roles on the Project as assigned by the Prime Consultant. A one-page resume of each key person shall be attached to the proposal. The proposal shall also identify the person from each sub-consultant who will be the primary contact with the Consultant Team and any alternate personnel to be assigned to the project. Only resumes of key employees are to be included in the proposal and significant effort should focus on highlighting the key employees and their relevant qualifications and past experiences that will be comparable to work as detailed in this RFP. Client references with telephone numbers and email addresses shall be included.

The City of Cleveland expects the prime contract holder for the Professional Services contract to display team leadership for all services provided through this Contract. The prime contract holder shall actively manage its sub-consultants to ensure the best outcomes for the City. Such active management shall include, but is not limited to:

1. Confirmation that sub-consultants' teams are appropriately staffed to meet their obligations.
2. Coordination of the Work of all disciplines throughout all Stages and Phases, well before Work is issued for bidding.
3. Routinely perform a peer review, evaluation, and coordination of their sub-consultants' work well before work is issued for City review, bidding and in certain cases, a full QA/QC, and/or cost estimate, when requested.

Therefore, the prime contract holder should act as mentors to support the work of its sub-consultants and help build the strength and capacity of their practices.

I. Proposed Design Schedule

Provide a Design Schedule indicating a proposed timeline for the performances of all Professional Services as detailed in Section II Scope of Work.

The Consultant must be prepared to commence work immediately after the execution of a Contract for Professional Services.

J. Consultant Selection Questionnaire

Interested Consultants shall complete and submit the Consultant Selection Questionnaire as part of their proposal. Refer to Exhibit H.

K. Compliance Affidavit

Non-Competitive Bid Contract Statement for Calendar Year 2016 is enclosed as Exhibit A for use with contracts to be awarded in 2016. All Consultants submitting proposals for contracts awarded on or after January 1, 2016 must initially submit a notarized 2016 affidavit. If award of contract extends into 2017, then an updated form shall be required. Non-Competitive Bid Contract Statement for Calendar Year 2016 is also available at:

<http://www.city.cleveland.oh.us/sites/default/files/formspublications/2016FillableNonComp.pdf?id=6779>

Submit the 2016 Statement with a letter, whichever is appropriate, in the separate sealed envelope that contains the fee proposal.

L. Northern Ireland Fair Employment Practices Disclosure

Interested Consultants shall complete and submit the Northern Ireland Fair Employment Practices Disclosure form as part of their proposal. Refer to Exhibit B.

M. Mayor's Office of Equal Opportunity

Enclosed is the Mayor's Office of Equal Opportunity Cleveland Area Business Code Notice to Bidders & Schedules - Exhibit C. The Consultant must complete and sign each of the Schedules 1 through 4 as per the instructions. If a Schedule is not applicable, it must be marked N.A. and signed.

The Cleveland Area Business Code, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, is incorporated in and made part of the RFP, and any resulting contract by this reference, as fully as if attached. Refer to Exhibits. This document is also available at:

http://www.city.cleveland.oh.us/sites/default/files/forms_publications/Chapter187_5-2015.pdf

1. Requirements. During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:
 - a) Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
 - b) Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
 - c) Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
 - d) Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department's director(s) at key intervals during performance of the contract services (e.g. 30% completion, 60% completion, 90% completion).

2. Failure to Comply. When determining the Contractor's future eligibility for a City contract, the City shall consider a Contractor's failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.
- a. Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland – area Small Businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful Proposer for a contract will be a firm that shares that commitment. Accordingly, a Proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.
 - b. **The standard sub-contracting goal for professional services for this contract is 10% Cleveland Area Small Business ("CSB") subcontractor participation.** Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and Cleveland – area Small Businesses (CSB) firms, consistent with the subcontracting goal(s) applicable to this RFP.
 - c. To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code – Notice to Bidders and Schedules*. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit **complete schedules** may result in the rejection of a proposal. Proposers who do not make a good faith effort to meet the participation goal mentioned previously will not be considered "responsive".
 - d. Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at <http://www.city.cleveland.oh.us>. On the home page, select "Office of Equal Opportunity" from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for "Certification and Compliance Reporting System." A new window will open and a selection for "CSB/MBE/FBE Registry" will appear on the left-hand column.
 - e. Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.
 - f. The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.
 - g. The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the OEO *Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

N. Certificate of Insurance

The Consultant shall submit a Certificate of Insurance form indicating limits of professional services (errors and omissions) and general liability coverage as a separate attachment to their Proposal, and shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage:

1. The insurance company or companies providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.
2. Professional liability insurance with limits of not less than \$200,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
3. Workers' compensation and employer's general liability insurance as provided under the laws of the State of Ohio.
4. Statutory unemployment insurance protection for all of its employees.
5. Such other insurance coverage(s) as the City may reasonably require.

O. Certificate of Authorization or Certificate of Exemption

Interested Consultants shall submit a current "Certificate of Authorization" or a "Certificate of Exemption" to practice as a Professional in the State of Ohio issued by the State of Ohio, for each specified discipline: Architecture, Structural Engineering, Electrical Engineering, Mechanical Engineering, Civil Engineering and Landscape Architecture. Submit any other certifications, licenses, etc. to confirm professional competency in related services noted.

P. Compensation

The Consultant's proposal shall indicate the proposed fee for each of the Stages and Phases of service as defined previously, shall include an appropriate amount for reimbursable expenses in each Stage, and shall indicate a total Lump Sum Fee as follows:

STAGE I: PRELIMINARY DESIGN – Subtotal: _____ (25%)

Phase Subtotals including Cost Estimation:

- Phase A - Summary of Needs Study: _____ (10%)
- Phase B - Conceptual Design: _____ (5%)
- Phase C - Schematic Design: _____ (10%)

STAGE II: DETAILED DESIGN – Subtotal: _____ (50%)

Phase Subtotals including Cost Estimation:

- Phase A - Design Development: _____ (15%)
- Phase B - Construction Documents: _____ (30%)
- Phase C - Bidding and Award: _____ (5%)

STAGE III: ADMINISTRATION OF THE CONSTRUCTION CONTRACT: _____ (25%)

- Construction Administration: _____ (25%)

TOTAL PROPOSED LUMP SUM FEE: _____ (100%)

DESIGN FEE CONTINGENCY – 10% of Total Proposed Lump Sum Fee: _____

TOTAL PROPOSED REIMBURSABLE ALLOWANCES: _____

Subtotals:

- Stage I Reimbursable Allowance: _____
- Stage II Reimbursable allowance: _____
- Stage III Reimbursable Allowance: _____

TOTAL PROPOSED COMPENSATION: _____

(Including Design Fee Contingency and Reimbursable Allowances)

Design Fee Contingency: The Design Fee Contingency is eligible for use in performing Professional Services necessary to complete the project as contemplated in this RFP but are

unforeseen at the time of issuance of this RFP. Any change in Professional Services to be paid from this Contingency shall be preceded by a Design Clarification, an itemized scope and fee breakdown provided by the Consultant, and a written determination by the Director's designee, and approved by the Director, that the change qualifies for payment at rates specified in this RFP and does not exceed the available Contingency amount. The Consultant's cost for overhead, profit and other expenses contemplated for assessment against the Design Fee Contingency are to be included in the Lump Sum Fee and not in the Design Fee Contingency.

Reimbursable Expenses: Reimbursable expenses shall be accounted for and reimbursed according to the City of Cleveland Professional Services Contracts Reimbursables Policy included in Exhibit E of this RFP. The Consultant shall identify all items along with estimated costs for any reimbursable expenses required to complete for each phase of the project. This shall include, but is not limited to: deliveries, postage, printing, reproduction, geotechnical services, surveys, testing, fees, plan review fees, permits, special inspection fees and any other approved expenses usually associated with this type of project. Reimbursable expenses, including subconsultant fees, shall be billed at cost invoiced, without any mark-up. Costs for mileage, travel, parking, tolls, lodging, meals and dues/membership fees to professional societies/organizations are NOT eligible for reimbursement and will not be considered. No qualification of the financial offer will be accepted. Reimbursable Expense Allowance amounts not expended in a previous Stage may only be carried over to subsequent stages/phases after written approval.

Fee Proposal: The Fee Proposal shall indicate the makeup of your proposed fee including hourly rates, direct costs, overhead, profit, and indirect expenses based upon the total estimated hours to be spent to provide the services.

In a separate sealed envelope marked 'Professional Services Fee', which is to be attached to the main proposal package, the interested Consultant shall submit one (1) original **hard copy** and one (1) digital copy, on compact disc or flash drive, of the interested consultant's Professional Services Fee. Included in the envelope, in addition to the **Lump Sum Fee** broken down as described above, shall be a separate breakdown of the Consultant Team's **Hourly Rates** based upon discipline(s), classification(s) and staffing. Hourly Rates for the following classifications shall be included in the Proposal:

- a. Principal Architect \$_____ per hour.
(Registered/licensed with 10+ years' experience)
- b. Principal Engineer \$_____ per hour.
(Registered/licensed with 10+ years' experience)
- c. Principal Landscape Architect \$_____ per hour.
(Registered/licensed with 10+ years' experience)
- d. Project Architect \$_____ per hour.
(Registered/licensed with 5+ years' experience)
- e. Project Engineer \$_____ per hour.
(Registered/licensed with 5+ years' experience)
- f. Project Landscape Architect \$_____ per hour.
(Registered/licensed with 5+ years' experience)
- g. Architectural Designer \$_____ per hour.
(Non-registered/licensed with 3+ years' experience)
- h. Engineering Designer \$_____ per hour.
(Non-registered/licensed with 3+ years' experience)
- i. Landscape Architect Designer \$_____ per hour.
(Non-registered/licensed with 3+ years' experience)
- j. Architectural CAD Technician \$_____ per hour.
(Non-registered/licensed with at least Associate degree)
- k. Engineering CAD Technician \$_____ per hour.
(Registered/licensed with at least Associate degree)
- l. Landscape Architect CAD Technician \$_____ per hour.
(Non-registered/licensed with at least Associate degree)

- m. Administrative Support \$_____ per hour.
(Non-registered/licensed with 3+ years' experience)
- n. In-house printing cost for Black and White copies, 8-1/2"x11" in size: \$_____ per each.
- o. In-house printing cost for Black and White copies, 11"x17" in size: \$_____ per each.
- p. In-house printing cost for Color copies, 8-1/2"x11" in size: \$_____ per each.
- q. In-house printing cost for Color copies, 11"x17" in size: \$_____ per each.
- r. Cost for large format Black and White prints/plots: \$_____ per each.
- s. Cost for large format Color prints/plots: \$_____ per each.

Although Consultants' proposed fees are not the deciding factor in the selection of the Consultant, it will be evaluated with other criteria herein and submitted with the proposal (see Section V.)

Q. Organization of Proposal:

Proposal shall be submitted in 8 1/2" x 11" format, one (1) original and three (3) copies (bound individually) with one (1) compact disc or flash drive with the entire proposal in digital format. Each individual section shall be identified as follows:

- 1. Cover Letter
 - 2. Organization of the Firm including an organizational chart
 - 3. Project Approach
 - 4. Ability to Perform Scope of Services including recent projects indicating the consultant(s) experience in the project building type.
 - 5. Capacity to Perform Work
 - 6. Special Accommodations
 - 7. Qualifications of Project Team including resumes of proposed personnel to participate in this project.
 - 8. Project Team including resumes of proposed personnel to participate in this project.
 - 9. Proposed Design Schedule.
 - 10. Required Documents:
 - a. Consultant Selection Questionnaire, Exhibit H
 - b. Non-Competitive Bid Contract Statement and W-9 form, Exhibit A
 - c. Northern Ireland Fair Employment Practices Disclosure, Exhibit B
 - d. O.E.O. Schedules 1 through 4, Exhibit C
 - e. Certificate of Liability General Insurance
 - f. Certificate of Liability for Errors and Omissions
 - g. Certificate of Authorization or Certificate of Exemption
 - h. Compensation (in a separate sealed envelope)
- R. Each Proposer shall provide all information requested in this Request for Proposal. The proposer must organize its proposal package to address each of the elements in this RFP in the order listed. The Proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.
- S. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-re-usable materials. Materials should be in a format permitting easy removal and recycling of paper. A proposer should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested. Marketing documents, such as brochures, advertisements, etc. shall not be permitted.
- T. Should this RFP contain any discrepancies or omissions, or if the intended meaning of any part of this RFP is unclear or in doubt, please send a written request for clarification or interpretation no later than 12:00 Noon, Local Time, October 7th, 2016, to:

Mr. Mark Duluk, AIA, Chief Architect, Project Manager
Division of Architecture and Site Development
Mayor's Office of Capital Projects
601 Lakeside Avenue, Room 517A
Cleveland, Ohio 44114

Requests for clarification or interpretation may be submitted via e-mail to mduluk@city.cleveland.oh.us.

U. The City's Rights and Requirements

1. The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
2. Furthermore, the City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interests of the City.
3. The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interests.
4. Proposal as a Public Record: Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.

V. SELECTION CRITERIA

A. Quality of Proposal (15%)

Quality of Proposal includes Organization of the Firm, Specific Approach to this Project, Ability to Perform the Scope of Services, Capacity to Perform Work, including consideration for current City project workload, and Special Accommodations as defined in the previous Section V.

B. Credentials of Key Personnel (30%)

Credentials of Key Personnel includes Qualifications of the Project Team and Project Team as defined in the previous Section V., particularly the project manager who will be the lead person on this project, and their prior experience and demonstrated ability to perform the scope of work.

C. Compensation/Fee (25%)

This item will be reviewed after the evaluations of qualifications have been completed.

D. Proposed Schedule (5%)

Proposed Schedule to complete the work and demonstrated ability to meet proposed schedules and budgets on past projects.

E. Compliance with the Cleveland Small Business ("CSB") Participation and Evaluation Credits (25%)

In Accordance with the City's goal of increasing the level of CSB participation in City contracts, the Consultant shall strive to meet the City's goal of 10% CSB participation of the total contract amount (including subsidiary agreements). See Exhibits C and D.

IMPORTANT NOTE: Submissions evaluated as “non-responsive” and/or “not making a good faith effort” will be eliminated from further consideration.

1. CSB, MBE, or FBE Proposals for Personal (“Professional”) Services Contracts

- a. Definitions: Unless defined in this paragraph or elsewhere in this solicitation of proposals, the following terms shall have the meaning(s) given them in the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976.
 - 1) “City of Cleveland Small Business” or “CCSB.”
 - 2) “Cleveland Area Small Business” or “CSB.”
 - 3) “*Cleveland Area Business Code*” or “*CAB Code*.”
 - 4) “Female Business Enterprise” or “FBE.”
 - 5) “Minority Business Enterprise” or “MBE.”
 - 6) “Office of Equal Opportunity” or “OEO.”
 - 7) “Proposal” means an offer to contract with the City in response to this solicitation of proposals (whether called a “Request for Proposals,” “Request for Quotes,” or otherwise) for a personal (“professional”) services Contract.
 - 8) “Proposer” means a Person submitting a Proposal to the City.
 - 9) “Regional Cleveland Area Small Business” or “RCSB.”
- b. Evaluation Credit: For the purpose of comparing competing Proposals only, the City’s contracting department may apply an Evaluation Credit of five percent (5%) of the total points awarded for a Proposal received from a CSB, MBE, or FBE or from a CSB, MBE, or FBE joint venture. The contracting department shall apply evaluation credit according to the following criteria:
 - 1) Where the City has evidence demonstrating past or present discrimination as to participation of MBEs or FBEs in specific types and categories of contracts, a contracting department *may* apply evaluation credit to a Proposal when the Proposer is a type of MBE or FBE, and proposing to participate in a type and category of contract, for which discrimination has been demonstrated. If a contracting department applies evaluation credit to one or more proposals from a MBE or FBE for a contract, it may not apply evaluation credit to any proposal from a CSB under review for award of that contract.
 - 2) If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit, a contracting department *may* apply evaluation credit to the proposal of a CSB when the CSB has its principal office physically located within Cleveland’s municipal boundaries (a “CCSB”). If it does, no other proposer shall receive such evaluation credit.
 - 3) If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit and no proposal from a CCSB, a contracting department may apply evaluation credit to the proposal of a CSB having its principal office physically located outside Cleveland’s municipal boundaries but within Cuyahoga County’s boundaries (a “RCSB”).
 - 4) The City may consider a proposer’s location as a factor in selecting a proposal for contract award. Proposers with main offices located in the corporate limits of Cleveland, Ohio, first, and Cuyahoga County, second, may receive preferential status at the discretion of the City.
- c. Procedure: The contracting department may use the total points awarded for a proposal after applying evaluation credit to compare competing proposals to determine which to recommend for a contract award. The City may use the evaluation of a proposal determined after applying evaluation credit to approve

that proposal for a contract award. The application of evaluation credits shall not alter the amount of a proposal submitted by a proposer or of the contract executed based on the proposal. The City will use only the actual proposal upon which the City and the proposer have agreed for approval and a contract award based on that proposal.

2. Proposer's Good-Faith Effort

Each proposer shall make and document its good-faith efforts to meet every CSB, MBE, and FBE goal that applies to the contract for which it is submitting a proposal. The City may consider a proposer's good-faith efforts to meet or exceed CSB, MBE, and/or FBE subcontractor participation goals set by the Director of the Office of Equal Opportunity for the contract in recommending and approving a proposal for contract award.

"Good-faith effort" as used in this solicitation and any resulting contract shall mean and include, without limitation, the proposer's:

- a. Active efforts to obtain participation in the contract from CSBs, MBEs, and/or FBEs equal to or exceeding the specific goal(s) set for the contract;
- b. Completion and submission in association with its proposal, as required, all reports, forms, and documents, including, but not limited to, employment reports, certified payrolls, and other information that the Director of the OEO may need to ascertain and verify the specific practical steps the proposer has taken or is taking to meet or exceed the CSB, MBE, and FBE goal(s) for the contract, and the proposer's equal employment practices; and
- c. Attendance at and participation in all required pre-contract award meetings.

The Director of the OEO may determine a proposer's good-faith efforts regarding proposed CSB, MBE, and FBE participation in the contract and its employment practices, as provided under the *Cleveland Area Business Code*, from the proposer's documentation and actions, information obtained from other sources, and monitoring by the OEO, as applicable.

3. Incorporation of Cleveland Area Business Code; OEO Notice to Bidders & Schedules

The *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, and the *OEO Notice to Bidders & Schedules* are incorporated in and made part of this solicitation and any resulting contract by this reference, as fully as if attached. *See Exhibit C.*

It is the Proposers responsibility to verify that team members are currently registered with the City of Cleveland's Office of Equal Opportunity at the time of submission. Firms not in good standing at the time of submission will not be counted towards meeting the participation goal mentioned previously.

VI. OTHER PROPOSAL INFORMATION

A. Pre-Proposal Conference / Site Visit

A Non-Mandatory Pre-Proposal Conference will be held on Tuesday, September 27, 2016 at 2:00 PM, Local Time, Cleveland City Hall, Room 514, 601 Lakeside Avenue, Cleveland, Ohio, 44113. Attendance is not mandatory however it is highly encouraged.

A Non-Mandatory Pre-Proposal Site Visit will be held on Thursday, September 29, 2016 at 1:30 PM, Local Time, Kenneth L. Johnson Recreation Center, Second Floor Multi-Purpose Room, 9206 Woodland Avenue, Cleveland, Ohio, 44104. Attendance is not mandatory however it is highly encouraged. Please note that there is no accessible access (no elevator nor ramp) to the Kenneth L. Johnson Recreation Center.

For reasons of security, those planning to attend the pre-proposal conference and/or site visit must provide photographic identification in order to enter City of Cleveland facilities.

B. Deadline for Questions

The deadline for any and all questions shall be 12:00 PM Noon, Local Time, on Friday, October 7, 2016. Questions should be directed/addressed in writing to:

Mr. Mark Duluk AIA, Project Manager
Division of Architecture and Site Development
601 Lakeside Avenue, Room 517A
Cleveland, OH 44114-1015
T: 216.664.2584
F: 216.664.4220
E: mduluk@city.cleveland.oh.us

C. Proposal Deadline

1. Proposals must be received no later than 12:00 Noon, Local Time, on Wednesday, October 19, 2016 by Mr. Mark Duluk AIA, Project Manager, Division of Architecture and Site Development. No proposals will be accepted after that time unless the City has extended the deadline by a written addendum. The City reserves the right to refuse any submission not delivered by the deadline.

PROPOSALS OR UNSOLICITED AMENDMENTS TO PROPOSALS ARRIVING AFTER THE CLOSING WILL NOT BE ACCEPTED.

2. The proposal shall consist of four (4) hard copies [one (1) original and three (3) duplicate copies] and one (1) electronic (digital) copy on compact disc or flash drive.
3. Proposals shall be mailed or delivered to the following address which must be clearly identified on the outside of the sealed envelope(s):

Mr. Mark Duluk AIA, Chief Architect, Project Manager,
Division of Architecture and Site Development
601 Lakeside Avenue, Room 517A
Cleveland, OH 44114-1015

Proposal for Professional Architectural and Engineering Services for
Kenneth L. Johnson Recreation Center Public Improvements

D. Proposal Acceptance

The City reserves the right to accept proposals, in whole or in part, to reject any or all proposals or portions thereof, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the services(s) desired otherwise, and to negotiate separately, as necessary, to serve the best interest of the City of Cleveland. The Director may, at his sole discretion, modify or amend any provision of this notice, or the RFP. Firms whose proposals are not accepted will be notified in writing. The Director of the Department of Public Works, or his designee, will make notification of the award. For this Request for Proposal, the proposal must remain valid for 180 days after submission.

E. Costs Incurred

The City is not liable for any costs incurred by any responding firms before execution of a contract and issuance of written Notice to Proceed.

F. Economy of Preparation

Proposals should be prepared simply and economically in 8-1/2" x 11" vertical format, providing straightforward, concise descriptions and information. Company brochures and marketing materials will not be accepted.

G. Agreement

The successful Consultant Team shall be required to execute an agreement substantially in the form of the Sample Professional Services Agreement attached as Exhibit E as amended to incorporate the full range of services described in this RFP. Where a conflict arises between the terms and conditions of the RFP and the Consultant Proposal then the terms and conditions of the RFP shall prevail, unless specifically addressed in the Professional Services Contract.

H. Mailing List and Notifications:

The following mailing list is NOT exclusive. Qualified firms not on the list are encouraged to submit proposals for consideration and/or participate as team members. To assure that all modifications, notices and addenda are received, all interested firms that are included and not included on the list are required to notify Mr. Mark Duluk AIA, Project Manager, in writing (via e-mail to mduluk@city.cleveland.oh.us) of their interest in the project. Said modifications, notices and addenda will be issued to those firms that have made their interest known. Firms that fail to confirm their interest risk not receiving important information regarding the project. The City will require the selected Consultant Team to abide by this RFP and any subsequent modifications, notices and addenda.

**VII. MAILING LIST – RFP for the Kenneth L. Johnson Recreation Center
Public Improvements**

Firm Name	Address	Phone	Email	Contact
AECOM	1375 Euclid Ave Suite 600 Cleveland, OH 44115	216.622.2400	marino.curati@aecom.com	Marino Curati
ASC Group, Inc. (FBE)	7123 Pearl Road Suite 107 Middleburg Heights, OH 44130	440.845.7590	sskinner@ascgroup.net	Shaune Melissa Skinner
Barber & Hoffman, Inc. (CSB/LPE)	2217 E. 9 th Street Suite 350 Cleveland, OH 44115	216.875.0100	rczaplicki@barberhoffman.com	Ron Czaplicki,
Behnke Associates Inc.	1215B West 10 th Street Cleveland, OH 44103	216.589.9100	jknopp@behnkela.com	P. Jeffrey Knopp
Bialosky + Partners, Architects, LLC	6555 Carnegie Avenue Cleveland, OH 44103	216.752.8750	bhorton@bialosky.com	Bruce M. Horton, AIA
Burgess & Niple, Inc.	100 West Erie Street Painesville, OH 44077	216.241.9600	chuck.zibbel@burgessniple.com	Charles Zibbel
Byron D. Myers, Architects LLC (CSB/LPE/MBE/ SRP)	5432 Mayfield Road Lyndhurst, OH 44124	440.461.9777	byrondmyersarch@gmail.com	Byron D. Myers
Chagrin Valley Engineering Ltd (CSB/LPE)	22999 Forbes Road, Suite B Oakwood Village, OH 44146	440.439.1969	bierut@cvelimited.com	Jeffrey Filarski
Chambers, Murphy & Burge Restoration Architects, Ltd.	43 East Market Street, Suite 201, Akron, OH 44308	330.434.9300	emurphy@cmbarchitects.com	Elizabeth Corbin Murphy, FAIA
City Architecture, Inc. (CSB/LPE/SRP)	3636 Euclid Avenue Suite 300 Cleveland, OH 44115	216.881.2444	alf@cityarch.com	August Fluker

Firm Name	Address	Phone	Email	Contact
CT Consultants Engineering Services, Inc. (LPE)	8150 Sterling Court Mentor, OH 44060	440.951.9000	bgallagher@ctconsultants.com	Bill Gallagher
Consulting Engineering, Inc. (CSB/LPE/MBE/SRP)	13477 Prospect Road Suite 101B Strongsville, OH 44149	440.238.9699	ray.chan@consultingeengineeringinc.com	Ray Chan
Deru Landscape Architecture (CSB/FBE/LPE)	812 Huron Road East, Suite 411 Cleveland, OH 44115	216.466.4355	jayme@deru-la.com	Jayme Schwartzberg
Desman Design Management (MBE)	Terminal Tower 50 Public Square Suite 626 Cleveland, OH 44113	216.736.7110	mrepasky@desman.com	Matt Repasky, P.E.
Dimit Architects, LLC	14414 Detroit Avenue Suite 306 Cleveland, OH 44107	216.221.9021	sdimit@dimitarchitects.com	Scott Dimit
DLZ Ohio, Inc.	614 W. Superior Avenue Suite 1000 Cleveland, OH 44113	216.771.1090	cpetro@dlz.com	Christine Petro
Domokur Architects, Inc.	2509 Professor Avenue, Cleveland, OH 44113	216.241.7662	rdonaldson@domokur.com	Rob Donaldson
Doty & Miller Architects and Planners, Inc.	600 Broadway Avenue Bedford, OH 44146	440.399.4100	wdoty@dotyandmiller.com	William Doty
Eco Commissions, LLC (CSB/LPE)	1422 Euclid Ave. Suite 320 Cleveland, OH 44115	888.988.4326	mnelson@ecocommissions.com	Matthew Nelson
Eden Environmental, Inc. (CSB/FBE/LPE)	2853 Fairmount Boulevard Cleveland Heights, OH 44118	216.371.4737	edenenvironmental@sbcglobal.net	Jill Brown

Firm Name	Address	Phone	Email	Contact
EDI Building Consultants, Inc.	6300 Rockside Road Suite 302 Independence, OH 44131	216.328.8254	jmccue@edibc.com	James McCue, P.E.
Fabo Enterprise, Inc. (CSB/LPE/SRP)	419 University Road Cleveland, OH 44113	216.241.6150	brian@faboenterprises.com	Brian Fabo
GPD Group, Inc.	5595 Transportation Blvd. Suite 100 Cleveland, OH 44125	216.518.5544	tina.belz@gpdgroup.com	Tina Belz
H2L1 Engineering, Inc. (CSB/LPE/MBE)	1785 E. 45 th Street Cleveland, OH 44103	216.361.2911	harjit.alag@H2L1.com	Harjit Alag
Herman, Gibans, Fodor, Inc. (CSB/LPE)	1939 West 25 th Street Suite 300 Cleveland, OH 44113	216.696.3460	ahiti@hgfarchitects.com	Anthony Hiti
HWH Architects-Engineers-Planners Inc.	1300 East 9 th Street Suite 900 Cleveland, OH 44114	216.875.4000	ta@hwhaep.com	Terry Angle
HZW Environmental Consultants (FBE/LPE)	6105 Heisley Road Mentor, OH 44060	88.804.8484	hzwenv.@hzwenv.com	Barbara Knecht
I.A. Lewin, P.E. & Associates (CSB/LPE)	4110 Mayfield Road – Suite B South Euclid, OH 44121	216.291.3131	ilewin@lewinandassociates.com	Isaac A. Lewin, P.E.
Knight & Stolar, Inc. (CSB/MBE)	3029 Prospect Avenue Cleveland, OH 44115	216.391.0910	kj@kslarch.com	Kathleen Jankowski
KS Associates (FBE/LPE)	260 Burns Road, Suite 100 Elyria, OH 44035	440.365.4730	migginsl@ksassociates.com	Lynn S. Miggins

Firm Name	Address	Phone	Email	Contact
Larsen Architects, Inc. (CSB, LPE)	12506 Edgewater Drive Lake Shore Towers Suite 10 Cleveland, OH 44107	216.221-2350	jlarsen@larsenarchitects.com	James Larsen, AIA
Lawhon & Associates, Inc. (CSB/FBE)	7650 Chippewa Road Suite 311 Brecksville, OH 44141	440.838.0777	tpowell@lawhon-assoc.com	Tom Powell
Mackey Engineering & Surveying Company (CSB/LPE)	7017 Pearl Road Cleveland, OH 44130	440.886.4500	mmackay@mackayeng-surv.com	Michael Mackay
McGuiness Unlimited, Inc. (CSB/FBE/LPE)	15724 Stillwood Avenue Cleveland, OH 44111	440.667.5120	erinm@mcguinessunlimited.com	Erin McGuiness
Metropolitan Architecture Studio (CSB/FBE/LPE)	2310 Superior Ave. Suite 240 Cleveland, OH 44114	216.623.0290	ktark@metroarchstudio.com	Kathleen Tark
Michael Benza & Associates, Inc. (CSB/LPE)	6860 West Snowville Road, Suite 100 Brecksville, OH 44141	440.526.4206	srbenza@mbenzaengr.com	Steven Benza
Moody-Nolan, Inc. (MBE)	4415 Euclid Avenue, Suite 100 Cleveland, OH 44103	216.432.0696	sthorsen@moodynolan.com	Shannon Thorson
OHM Advisors	580 North Fourth Street, Suite 630 Columbus, OH 43215	888.522.6711	meghan.allsop@ohm-advisors.com	Meghan Allsop
Pardo Consultants, Inc. (CSB/LPE/MBE/SUBE)	3343 East 139 th Street Cleveland, OH 44117	216.401.2537	rpardo@pardoconsultants.com	Ramon Pardo

Firm Name	Address	Phone	Email	Contact
Partners Environmental Consulting, Inc. (CSB)	31100 Solon Road, Suite G Solon, OH 44139	440.248.6005	geidan@partnersenv.com	Gloria Eidan
PCS, Project and Construction Services (CSB)	1301 E. 9 th Street, Suite 2100 Cleveland, OH 44114	216.619.1700	klawlor@pcscmservices.com	Kevin Lawlor
Pro Geotech Inc. (CSB/MBE)	3201 East Royalton Road Cleveland, OH 44147	440.717.1415	wnajjar@progeotech.com	Walid Najjar
PSI Inc.	5555 Canal Road Cleveland, OH 44125	216.447.1335	don.obermeier@psiusa.com	Don Obermeier
Regency Construction Services (CSB/MBE/FBE)	14600 Detroit Avenue, Suite 1495 Lakewood, OH 44107	216.529.1188	riverat@regencycsi.com	Tari Rivera
R Engineering Team, LLC (CSB/LPE/MBE)	3100 East 45 th Street, Suite 306 Cleveland, OH 44127	216.361.2500	rengineeringteam@gmail.com	Tom Roberts, Jr.
R.C.U. Architects, Inc.	7311 Valley View Drive Independence, OH 44131	216.524.6068	ncasini@rcuarchitects.com	Norman J. Casini
R. E. Warner & Associates, Inc. (CSB/LPE)	LA Office Plaza II @ LaCentre 25777 Detroit Road, Suite 200 Westlake, OH 44145	440.835.9400	bneff@rewarner.com	Brett Neff
The Riverstone Company (CSB)	2310 Superior Ave Suite 110 Cleveland, OH 44114	216.491.2000	bsieb@riverstonesurvey.com	Brian Siebenthal
Richard L. Bowen & Associates, Inc. (CSB/LPE/SUBE)	13000 Shaker Boulevard, Cleveland, OH 44120	216.491.9300	arenzi@rlba.com	Allan Renzi

Firm Name	Address	Phone	Email	Contact
R.K. Levitz, LLC (CSB/MBE/LPE)	2859 Eaton Road Shaker Heights, OH 44122	216.218.4035	rklevitz@rklevitzllc.com	Richard Levitz
Robert P. Madison International, Inc. (CSB/LPE/MBE)	2930 Euclid Avenue Cleveland, OH 44115	216.861.8195	rklann@rpmadison.com	Robert Klann
Sandhu & Associates, Inc. (CSB/LPE/MBE)	26031-A Center Ridge Road Westlake, OH 44145	440.892.4470	ssandhu@sandhuinc.com	Surjit S. Sandhu
Smith Architects, LLC	16105 Lorain Avenue Cleveland, OH 44111	216.664.1111	bonnies@smitharchitectsllc.com	Bonnie E. Smith
Solar Testing Laboratories, Inc. (CSB/LPE)	1125 Valley Belt Road Brooklyn Heights, OH 44131	216.741.7007	mtk@stloho.com	Michael T. Kichurchak
Somat Engineering of Ohio, Inc. (CSB/LPE)	1100 Superior Avenue Suite 2020 Cleveland, OH 44114	216.479-0300	kbleblanc@somateng.com	Kim LeBlanc
Square One Architects	16207 Van Aken Blvd., Suite 203 Shaker Heights, OH 44120	216.791.5600	rvot@squareonearchitects.com	Rory Turner
Stephen Hovancsek and Associates, Inc. (CSB/LPE)	Two Merit Drive Richmond Heights, OH 44143	216.731.6255	ablackley@hovancsek.com	Andrew Blackley
Stuart Dean Company, Inc.	2615 St. Clair Avenue, Cleveland, OH 44114	216.575.0150	jhric@stuartdean.com	Joseph V. Hric, III
Suhail & Suhail, Inc. (CSB/MBE)	18405 May Court Chagrin Falls, OH 44023	800.660.4291	nsuhail@suhailgroup.com	Nissar Suhail

Firm Name	Address	Phone	Email	Contact
Tec, Inc. (CSB)	33851 Curtis Boulevard, Suite 216 Eastlake, OH 44095	440.953.8760	tkilbourne@tecinc1.com	Terry Kilbourne
The Kelly-Buck Company (CSB/LPE)	Fairmont Creamery Building 2306 West 17 th Street, Suite 1 Cleveland, OH 44113	216.861.1716	mike.lyden@kelly-buck.com	Mike Lyden
The Osborn Engineering Company (CSB/ LPE)	1100 Superior Avenue Suite 300 Cleveland, OH 44114	216.861.2020	istull@osborn-eng.com	Jennifer Stull
Thorson Baker & Associates, Inc.	3030 W. Streetsboro Road Richfield, OH 44286	330.659.6688	mthorson@thorsonbaker.com	Mike Thorson
The Construction Green Team (CSB/FBE/MBE)	5000 Euclid Avenue Suite 205 Cleveland, OH 44103	216.512.0180	mxhewitt@tcgreenteam.com	Margaret Hewitt
Tomsik Tomsik Architects, Inc.	921 Literary Road Cleveland, OH 44113	216.781.7385	tmichael@tomsik.com	Michael Tomsik
United International Consultants, Inc. (CSB/LPE/MBE)	304 Mercury Drive, North Royalton, OH 44133	440.237.1230	ohioui@aol.com	Faroog Nazir
Van Auken Akins Architects LLC (CSB/FBE/LPE)	1422 Euclid Avenue, Suite 1010, Cleveland, OH 44115	216.241.2220	jakins@vaakins.com	Jill V. Akins AIA
Wanix Architects	25109 Detroit Road Unit 350 Westlake, OH 44145	440.218.9088	xinwan@wanixarchitects.com	Xin 'Cindy' Wan

Firm Name	Address	Phone	Email	Contact
Weber Murphy Fox, Inc.	1801 East Ninth Street, Suite 1500, Cleveland, OH 44114	216.623.3700	ssplunkett@wmf-inc.com	Sean Plunkett
Westlake, Reed, Leskosky, Ltd.	1422 Euclid Avenue, Suite 300, Cleveland, OH 44115	216.522.1350	mjaniak@wrldesign.com	Mike Janiak
Whitley & Whitley Architects and Planners, LLC (MBE)	12806 Northwood Avenue, Suite 5 Cleveland, OH 44120	216.370.7883	swhitley@whitleywhitley.com	Scott Whitley
Wiss, Janney, Elstner Associates, Inc.	9655 Sweet Valley Drive Suite 3 Cleveland, OH 44125	216.642.2300	mchurpek@wje.com	Mark Churpek, P.E.
Zarzycki-Malik Architects, Inc.	7500 Pearl Road Middleburg Heights, OH 44130	216.816.2111	rzarzycki@zmarchitects.com	Robert Zarzycki
Ziska Architecture	3047 Prospect Avenue Cleveland, OH 44115	216.391.9700	rick@ziskaarchitecture.com	Richard Ziska, AIA, LEED AP

OEO Codes:

CSB = Cleveland Small Business
FBE = Female Business Enterprise
LPE = Local Producer Enterprise

MBE = Minority Business Enterprise
SRP = Storefront Renovation Program
SUBE = Sustainable Business Enterprise

EXHIBITS

- EXHIBIT A: NON-COMPETITIVE BID CONTRACT STATEMENT and W-9 FORM
- EXHIBIT B: NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE FORM
- EXHIBIT C: MAYOR'S OFFICE OF EQUAL OPPORTUNITY
CLEVELAND AREA BUSINESS CODE NOTICE TO BIDDERS &
OEO SCHEDULES
- EXHIBIT D: SUBCONTRACTOR ADDITION AND SUBSTITUTION POLICY AND
PROCEDURE
- EXHIBIT E: SAMPLE PROFESSIONAL SERVICES AGREEMENT *(TO BE AMENDED AS
NECESSARY TO INCORPORATE SPECIFICS OF THE PROJECT)* and CITY OF
CLEVELAND PROFESSIONAL SERVICES CONTRACTS REIMBURSABLES
POLICY
- EXHIBIT F: CONSULTANT SELECTION QUESTIONNAIRE
- EXHIBIT G: STAGE / PHASE SUBMITTAL CHECKLIST
- EXHIBIT H: PROJECT / BUILDING PLANS

Exhibit A: Non-Competitive Bid Contract Statement and W-9 form

Requested By: _____
(Department/Office)



**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2016
(ALL DEPARTMENTS/OFFICES)**

This statement, properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.** This form is hand or computer fillable.

Entity Name: _____

Entity's Mailing Address: _____

COMPLETE SECTION I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.

NOTE: For purposes of this Statement, the "Mayor" and "Mayor's Committee" means Frank G. Jackson and the Frank G. Jackson For A Better Cleveland Committee, respectively.

SECTION I. TO BE COMPLETED BY NON-PROFIT CORPORATIONS AND GOVERNMENTAL ENTITIES.

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

- ☐ NON-PROFIT CORPORATION GO TO SECTIONS III and IV.
- ☐ GOVERNMENTAL ENTITY GO TO SECTION IV.

SECTION II. TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES AND TRUSTS.

The above-named entity is a (Please mark appropriate designation):

- | | |
|--|--|
| <input type="checkbox"/> SOLE PROPRIETORSHIP | <input type="checkbox"/> TRUST |
| <input type="checkbox"/> INCORPORATED PROFESSIONAL ASSOCIATION | <input type="checkbox"/> ESTATE |
| <input type="checkbox"/> UNINCORPORATED ASSOCIATION | <input type="checkbox"/> PARTNERSHIP |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> JOINT VENTURE |

For the purposes of Section II, a "principal" means an individual, an owner, a partner, a shareholder, a member, an administrator, an executor or trustee connected with the above-named entity, or the spouse of any of them.

PLEASE READ PARAGRAPHS (A) and (B) and mark the appropriate paragraph. If paragraph (B) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2016 unless Council makes a direct award.

- ☐ (A) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2014 and December 31, 2015 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- ☐ (B) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2014 and December 31, 2015 that totaled in excess of \$1,000.00.

SECTION III. TO BE COMPLETED BY NON- PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.

☐

NON-PROFIT CORPORATION

☐

FOR-PROFIT CORPORATION

☐

BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For purposes of Section III, a "principal" means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.

PLEASE READ PARAGRAPHS (A) (B) (C) and (D) and mark the appropriate paragraph. If paragraph (C) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2015 unless Council makes a direct award. If paragraph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.

☐

(A) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2013 and December 31, 2014.

☐

(B) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

☐

(C) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00 individual.

☐

(D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

GO TO SECTION IV.

SECTION IV. TO BE COMPLETED BY ALL ENTITIES.

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name

Print Title

Signature

Date

Telephone No.

(Area Code) _____

STATE OF

_____)

SS:

COUNTY OF

_____)

Before me, a Notary Public in and for said County and State, personally appeared the above-named _____, who acknowledged that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of _____, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public

Date

FOR MAYOR'S OFFICE USE ONLY

☐

ELIGIBLE

☐

INELIGIBLE

DATE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting* code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit B: Northern Ireland Fair Employment Practices Disclosure Form

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: ☐ Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK WHICHEVER IS APPLICABLE:

☐ A. ☐ ☐ The undersigned or any controlling shareholder,* subsidiary, or parent corporation of the undersigned is **NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (if paragraph A. is checked, proceed to the signature line.)

☐ B. ☐ ☐ The undersigned or any controlling shareholder,* subsidiary, or parent corporation **IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (if paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

☐ C. ☐ ☐ The undersigned and all enterprises identified in paragraph B. are **TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND."** A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

Name of Contractor or Subcontractor

By: _____

Title: _____

☐ * "Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

**Exhibit C: Mayor's Office of Equal Opportunity Cleveland Area Business Code
Notice to Bidders and OEO Schedules**



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Melissa K. Burrows, Ph.D., Director
Office of Equal Opportunity

EQUAL OPPORTUNITY CLAUSE

(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."

**City of Cleveland
Mayor's Office of Equal Opportunity**

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 was enacted to increase the participation of minority-owned business enterprises, female-owned business enterprises, and local small business enterprises in City of Cleveland contracting. The Code also works to ensure that Contractors doing business with the City do not use discriminatory employment practices. Failure to comply with the Cleveland Area Business Code or with representations made on the attached Schedules may result in rejection of part or all of the bid, and/or cancellation of the contract.

2. Definitions:

As used in this Notice to Bidders and the attached OEO Schedules, the following words, phrases, and terms shall be defined as set forth below:

- (a) "Bidder" means a Person offering to contract with the City in response to an invitation to bid.
- (b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for bid comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.
- (c) "Business Enterprise" means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.
- (d) "City" means the City of Cleveland, Ohio.
- (e) "City of Cleveland Small Business" or "CCSB" means a CSB that has its principal office located physically within the municipal boundaries of the City.
- (f) "Cleveland Area Small Business" or "CSB" means a Business Enterprise certified under division (a) of Section 187.03.
- (g) "Cleveland Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28.
- (h) "Contract" means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.
- (i) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City

enters into a particular Contract.

- (j) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract, including but not limited to CSBs, MBEs and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.
- (k) "Director" means the Director of the Office of Equal Opportunity.
- (l) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.
- (m) "Female" includes only a United States citizen or lawful, permanent resident who is a member of the female gender.
- (n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of Female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.
- (o) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.
- (p) "Local Producer" means a Person that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
 - (2)
 - A. grows food or fabricates goods, whether or not finished, from organic or raw materials;
 - B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;
 - C. supplies goods by performing a Commercially Useful Function; or
 - D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.
- (q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.
- (r) "Local Sustainable Business" means a Business Enterprise that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and

(2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

- (s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.
- (u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (v) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (w) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (x) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

3. Required OEO Schedules:

The following documents must be completed, signed and submitted as part of the Contractor's bid or proposal for any City of Cleveland contract over \$50,000.00. Failure to submit all OEO Schedules may result in the rejection of a bid.

Schedule 1: PROJECT CONTACT INFORMATION FORM

Schedule 1, the PROJECT CONTACT INFORMATION FORM, provides the Office of Equal Opportunity with the necessary contact information to conduct its monitoring responsibilities. Each Bidder or Proposer shall complete, sign and submit Schedule 1 and include it with its bid or proposal.

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, identifies all of the subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete, sign and submit Schedule 2 and include it with its bid or proposal. Bidders or Proposers shall list all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract, and all requested contact information. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented on Part 2, with the corresponding dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 must be an actual dollar amount, and should not be a range of values or a percentage of the contract.

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR, verifies that the

certified CSB, MBE and/or FBE subcontractors listed on Schedule 2 have agreed to work with the Bidder or Proposer on the project, and that the two parties have agreed on general contract terms. Each certified CSB, MBE, and/or FBE listed as a prospective subcontractor on Schedule 2 shall complete, sign and return Schedule 3 to the Bidder or Proposer, and the Bidder or Proposer shall include the completed Schedule 3 with the bid or proposal. Part 1, Part 2 and Part 3 on each Schedule 3 must correspond with Part 1, Part 2 and Part 3, respectively, on Schedule 2 for the appropriate subcontractor.

No CSB, MBE, or FBE participation credit will be considered for a certified CSB, MBE and/or FBE subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3 included in the bid or proposal.

If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3. Any work re-subcontracted to a non-certified subcontractor will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

Schedule 4: CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Schedule 4, CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION, allows the Bidder or Proposer to document its good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals identified for the project in the bid documents. If a Bidder or Proposer has met or exceeded the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4. If the Bidder or Proposer has not met the subcontracting goals for the project, the Bidder or Proposer will indicate this in Section A of Schedule 4, and complete Section B.

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal. Contractors are obligated to demonstrate their good faith effort to meet the subcontracting goals for the contract, and failure to do so will result in the rejection of the bid or proposal.

Failure to submit and accurately complete OEO Schedules 1, 2, 3, and 4 may result in the rejection of all or part of the bid or proposal. Submission of incomplete, inaccurate, or inconsistent data in the Schedules may lead to a formal investigation, decertification of the Bidder or Proposer, decertification of the subcontractor, and/or a rejection of all or part of the bid. The City of Cleveland reserves the right to waive any informality or immaterial irregularity, and reserves the right to reject any or all bids.

4. Equal Employment Certification:

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

Within 60 days after entering into a Contract, each Contractor shall file a written affirmative action program containing standards and procedures ensuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the contractor's recruitment, selection, and advancement processes.

Each contractor's affirmative action program shall contain the following components:

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.
- (2) Each affirmative action program shall contain placement goals as follows:
 - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
 - (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.
- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.
- (7) Any additional requirements the Administrator may require through the Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

If, 60 days after entering into a Contract, a contractor has not filed an affirmative action program, has deviated substantially from an approved affirmative action program, or has discriminated against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status, the Office of Equal Opportunity may take immediate enforcement action.

5. **CSB Certification:**

Each Bidder, Proposer or subcontractor representing itself as a Cleveland Area Small Business (CSB) in the OEO Schedules shall be certified with the Office of Equal Opportunity as a CSB prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

There are two classifications of CSBs:

A City of Cleveland Small Business (CCSB) is a CSB headquartered within the City of Cleveland.

A Regional Cleveland Small Business (RCSB) is a CSB headquartered within Cuyahoga County, but not within the City itself.

A business is eligible for certification as a Cleveland Area Small Business (CSB) if it meets the following criteria:

- (1) It is a Small Business Enterprise;
- (2) It has its principal office located physically in Cuyahoga County; and
- (3) Its chief executive officer and highest level managers maintain their offices and perform their managerial functions in the Cleveland Contracting Market.

A business qualifies as a Small Business Enterprise if it meets size requirements of the US Small Business Administration, or separate economic criteria as established by the Director of the Office of Equal Opportunity in the Regulations. You can find the current SBA size standards here: <http://www.sba.gov/content/small-business-size-standards>

6. **CSB Contract Participation**

In an effort to promote the participation of Cleveland-area Small Businesses (CSBs) in City contracts, each Contracting Department of the City will use its best efforts to contract with CSB Bidders and Proposers, and Bidders and Proposers that have committed to subcontracting with certified CSBs.

Where other, project-specific goals have not been set in the bid or proposal documents, the standard CSB subcontractor participation goals are:

Construction Contracts:	30% CSB Subcontractor Participation
Professional Services Contracts:	10% CSB Subcontractor Participation
All Other Contracts:	20% CSB Subcontractor Participation

The Contracting Departments may, in consultation with the Director, increase or decrease these participation goals for a particular contract. When the goals are changed, the change will be noted in the bid or proposal documents.

Each Bidder or Proposer shall make a good faith effort to subcontract with certified CSBs in consistent with the goals prescribed in the bid or proposal documents.

7. **MBE/FBE Certification:**

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) in the OEO Schedules shall be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

A business is eligible for certification as a Minority Business Enterprise (MBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Minority Persons who have at least 51% ownership;
- (2) The Minority Persons who own the Business Enterprise have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

A business is eligible for certification as a Female Business Enterprise (FBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Females who have at least 51% ownership;
- (2) The Female owners have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

8. MBE and FBE Contract Participation

The City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs) through its contracting activities, and the City intends to Contract with firms that shares that commitment. Under this policy, each Contracting Department will use its best efforts to promote the participation of MBEs and FBEs as both prime contractors and subcontractors in all City Contracts. In turn, Bidders and Proposers shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in each contract where the goals are applicable.** When specific MBE and/or FBE goals are set forth in the ITB or RFP, the Bidder or Proposer shall make a good faith effort to meet them.

When there are specific MBE and/or FBE goals on a City contract, those goals will be considered in lieu of an equivalent portion of the CSB goals for the contract. Please review the bid or proposal documents for the final MBE, FBE and/or CSB subcontracting goals for the project.

9. MBE/FBE Bid Discounts:

Contracting Departments may apply a Bid Discount of five percent (5%) for bids received from certified MBE and FBE Bidders to remediate past or present discrimination, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Bid Discounts.

10. MBE/FBE Evaluation Credits:

Contracting Departments may apply an Evaluation Credit of five percent (5%) of the total points awarded for proposals received from MBE and FBE Proposers to remediate past or present discrimination, where evidence of contracting disparity has been adequately demonstrated.

11. MBE/FBE Subcontracting Bid Discounts and Additional Retainage:

Contracting departments may apply a bid discount for bids received for public improvement contracts in the amount of five percent (5%) of the portion of the total amount of the goods, labor, and materials that the bidder represents it will subcontract to one or more MBEs and FBEs, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination.

If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the contract retainage required under Section 185.41 of the Codified Ordinances of the City of Cleveland. Release of this retainage shall be managed under the provisions established in Section 187.05(e) of the Codified Ordinances.

12. CSB Bid Discounts:

If a Contracting Department does not apply an MBE or FBE Bid Discount to one or more bids for the award of a Contract, the Contracting Department may apply a Bid Discount in the following amounts for bids received from CSB prime contractors:

A Bid Discount of five percent (5%) for bids received from CCSBs.

A Bid Discount of five percent (5%) for bids received from RCSBs, provided no bids are received from CCSBs.

13. CSB Evaluation Credits:

If a Contracting Department *does not apply an MBE or FBE Evaluation Credit* to one or more proposals for the award of a Contract, the Contracting Department may apply Evaluation Credits as follows for proposals received from CSB prime contractors:

(1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.

(2) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from RCSBs, provided no proposals are received from CCSBs.

14. CSB Subcontracting Bid Discounts and Additional Retainage:

Contracting Departments may apply a Bid Discount to bids received for a Public Improvement Contract in the amount of five percent (5%) of the portion of the total amount of labor and materials that the Bidder represents it will subcontract to one or more CSBs. This provision does not apply, however, if a Bid Discount has been applied for MBE or FBE subcontractor participation,

If a Contracting Department applies the CSB subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the retainage required under Section 185.41 of the Codified Ordinances. Release of this retainage shall be managed under the provisions established in Section 187.03(d) of the Codified Ordinances.

15. LPE and SUBE Certification:

A Bidder or Proposer may qualify as a Local Producer, a Local-Food Purchaser or a Local Sustainable Business under the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code, Chapter 187A of the Codified Ordinances of the City of Cleveland. Each Bidder or Proposer representing itself as a Local Producer (LPE), or a Local Sustainable Business (SUBE) shall be certified with the Office

of Equal Opportunity prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

16. LPE and SUBE Bid Discounts:

The Contracting Department shall apply a Bid Discount in the following amounts for bids received from LPE and/or SUBE prime contractors:

A Bid Discount of two percent (2%) for bids received from LPEs.

A Bid Discount of two percent (2%) for bids received from SUBEs.

17. LPE and SUBE Evaluation Credits:

The Contracting Department shall apply an Evaluation Credit in the following amounts for proposals received from LPE and/or SUBE prime contractors:

An Evaluation Credit of two percent (2%) for proposals received from LPEs.

An Evaluation Credit of two percent (2%) for proposals received from SUBEs.

18. Maximum Annual Subcontracting Program Benefit:

In an effort to encourage wide participation in the CSB, MBE and FBE subcontracting programs, the City of Cleveland has a policy which may limit the amount of subcontracting credit that a single CSB, MBE and/or FBE subcontractor can provide in a single year. When the CSB, MBE and/or FBE subcontractor has reached this maximum subcontracting dollar value, its participation in future contracts will not be counted towards a Bidder or Proposer's CSB, MBE and/or FBE participation goals.

The Director may apply credit toward the CSB, MBE and/or FBE subcontractor participation goals upon written request of a Bidder or Proposer attesting that no other certified CSBs, MBEs or FBEs are available to perform the work or supply the materials required for the Contract, or in an emergency, or for such other reasons that the Director determines require use of that CSB, MBE or FBE.

Nothing prohibits a Bidder or Proposer from subcontracting to a CSB, MBE or FBE that has reached the cap, or prohibits the CSB, MBE or FBE from performing work or supplying materials under any contract. But that participation will not count towards the Bidder or Proposer's subcontracting goals.

19. CSB/MBE/FBE Manufacturer and Supplier Participation:

Under the Cleveland Area Business Code, the entire amount of expenditures to certified CSB, MBE, or FBE manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract. A manufacturer is an enterprise that produces goods from raw materials or adds value by substantially altering them before resale.

Sixty percent (60%) of expenditures to certified CSB, MBE or FBE suppliers that are not manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process. A business enterprise is a supplier performing a commercially useful function in the supply process" when it:

- (1) Assumes the actual and contractual responsibility for furnishing the supplies or materials; and
- (2) Is recognized as a supplier, distributor or reseller by the manufacturer or producer of the contracted supplies and materials; and
- (3) Owns or leases a warehouse, yard, building or other facilities or uses such as means as are customary in the industry for the purpose of maintaining an inventory of or supplying such supplies or materials from which it supplies its customers; and
- (4) Distributes, delivers, and/or services products primarily with its own staff and/or equipment.

If a CSB, MBE or FBE supplier is not a manufacturer and is not performing a commercially useful function in the supply process, the supplier's participation will not be counted towards the CSB, MBE or FBE participation on the contract.

20. Joint Ventures:

Participation of CSBs, MBEs and FBEs in joint ventures is encouraged. To receive credit for CSB, MBE and/or FBE participation in a joint venture, the joint venture must be certified by the Office of Equal Opportunity. The CSB/MBE/FBE Joint Venture Certification Application is available from the Office of Equal Opportunity, and applications for joint venture certification must be received by the Office of Equal Opportunity no later than 10 days prior to the bid opening.

21. Use of General Contractors as Subcontractors for CSB/ MBE/FBE Prohibited:

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 1, the Schedule of Subcontractor Participation.

22. Subcontractor Participation Compliance Monitoring

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the course of the contract to ensure that the listed subcontractors are performing work on the project, and that they are being properly compensated for that work.

The City of Cleveland uses a web-based contractor certification and contract compliance monitoring system, colloquially known as B2Gnow, to monitor compliance on City contracts. Contractors can access the system at <http://cleveland.diversitycompliance.com>, or through a link on the Office of Equal Opportunity's website at <http://city.cleveland.oh.us/o eo>.

Each month during the contract, the prime contractor (or direct contract-holder with the City) will report payments to ALL subcontractors through the B2Gnow system. This monthly reporting information includes total payment in dollars made to the subcontractor, record of invoices satisfied, record of checks or other payment methods used to satisfy invoices, payment dates, and any additional information required by OEO to verify payment to subcontractors. The prime contractor will enter this payment information into the B2Gnow system, and the subcontractors will verify this payment information in the system.

OEO offers regular training sessions in the use of the B2Gnow system. Please contact OEO at 216-664-4152 to schedule training. Online training options are also available through the B2Gnow system.

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland City Hall, upon appointment, for those contractors who do not otherwise have access to the required technology.

Community Benefit Policies:

- CODIFIED ORDINANCE 123 PREVAILING WAGE
- CODIFIED ORDINANCE 187 CLEVELAND SMALL BUSINESS
- CODIFIED ORDINANCE 187A LOCAL PRODUCER SUSTAINABLE DEVELOPMENT
- CODIFIED ORDINANCE 188 CLEVELAND RESIDENT EMPLOYMENT LAW

- CODIFIED ORDINANCE 189 LIVING WAGE
- Green Building Standards, Office of Sustainability

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152.



**City of Cleveland
Office of Equal Opportunity
Schedules Checklist**

This checklist will guide you through the Office of Equal Opportunity Schedules that must be completed and submitted as part of your bid or proposal.

Schedule 1: Project Contact Information Form

- ☐ Is all requested contact information included?
- ☐ Is the form complete and signed?

Schedule 2: Schedule of Subcontractor Participation

- ☐ Did you specify the total dollar amounts for each subcontract?
- ☐ Did you verify that each subcontractor is certified for the type of work to be performed?
- ☐ Is the form complete and signed?

Schedule 3: Statement of Intent to Perform as a Subcontractor

- ☐ Did the subcontractor specify the total dollar amount of the subcontract?
- ☐ If applicable, has the re-subcontracting section been completed?
- ☐ Is the form complete and signed by the subcontractor?

Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification

- ☐ Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- ☐ If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?
- ☐ Is the form complete and signed?

Signature: _____ Date: _____

Bidder/Proposer Representative: _____

Title: _____



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE SUBCONTRACTORS (Certified and non-certified) that will be participating on this contract. The Bidder or Proposer is responsible for verifying that each CSB, MBE and FBE Subcontractor listed is certified to perform the particular type of work they are expected to perform for the contract.

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$

The prime contractor **may not substitute subcontractors** between the submission of bids and award of the contract. After the contract is awarded, the prime contractor may not substitute or shift subcontractors without written approval of the Director of OEO. When there are CSB, MBE and/or FBE goals established in the bid specifications, subcontractor substitutions must preserve the original bid participation percentage, unless the Director waives the requirement. The undersigned agrees that if awarded a contract, it will enter into a written agreement with each subcontractor listed above. If the total contract amount increases, the contractor shall use its best efforts to preserve the original CSB, MBE and/or FBE participation percentages for that increased amount.

Authorized Representative:			
Signature:		Date:	



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION
ADDITIONAL SUBCONTRACTOR FORM

Project Name:	
Bidder/Proposer Name:	

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$



City of Cleveland - Office of Equal Opportunity
SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Subcontractor Name:	
Bidder/Proposer Name:	
Project Name:	

Subcontractor is a: ☐ CSB
☐ MBE
☐ FBE

Have you (subcontractor) been notified by the Office of Equal Opportunity that you have met the annual subcontracting participation maximum for this calendar year? ☐ Yes ☐ No

The undersigned prospective subcontractor intends to perform work or furnish supplies/materials in connection with the contract as a (check all that apply):

- ☐ Individual
☐ Corporation organized and existing under the laws of the State of _____.
☐ Proprietorship,
☐ Partnership, or
☐ Joint Venture consisting of _____.

The CSB, MBE or FBE status of the undersigned contractor is confirmed in the Office of Equal Opportunity's registry of certified CSBs, MBEs and FBEs. The contractor is prepared to perform the following work items or parts thereof for the above contract.

Part 1:	Part 2:	Part 3:
SPEC ITEM #s	TYPE OF WORK OR SUPPLIES/MATERIALS	TOTAL SUBCONTRACT AMOUNT IN DOLLARS

RE-SUBCONTRACTING

The undersigned prospective subcontractor will re-subcontract work on this contract:

- ☐ Yes (If Yes, fill out a "Blank" Schedule 2 and indicate the subcontractors being used as 2nd Tier subcontractors.)
☐ No

The undersigned prospective subcontractor will enter into a written agreement with the Bidder or Proposer for the above work items after the award, but prior to the execution of the contract with the City of Cleveland.

Authorized Subcontractor Representative:			
Signature:		Date:	



City of Cleveland - Office of Equal Opportunity
SCHEDULE 4: CSB/MBE/FBE SUBCONTRACTOR
UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Project Name:	
Bidder/Proposer Name:	

Note: Prime contractors are expected to use good faith efforts in utilizing CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the prescribed CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in finding and soliciting CSBs, MBEs and FBEs to work on the contract. If the subcontracting goals for this contract are not met, failure to complete this schedule fully and completely may impact the evaluation of this bid or proposal.

Section A:

Please check one of the following:

- ☐ 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation **MEETING OR EXCEEDING** the goals set forth in the bid documents.
- ☐ 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that **DOES NOT MEET** the goals set forth in the bid documents.

If **Box 1** is checked, no further documentation is necessary. **Where Box 2 is checked, the Prime Contractor must provide a detailed explanation in Section B.**

Section B:

If you checked Box 2 on Section A, you must check one of the following:

The Prime Contractor **did not meet** the CSB, MBE and/or FBE subcontractor participation goals for this contract because:

- ☐ 1. The Prime Contractor has made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but was unable to find subcontractors to perform the work for the reasons noted below. **Please use the unavailability letter codes found on the following page.**

CONTACTED CONTRACTOR	PROPOSED WORK/SUPPLIES	REASON FOR UNAVAILABILITY	DATE OF CONTACT	DATE RESPONSE RECEIVED
1.				
2.				
3.				
4.				

- ☐ 2. The Prime Contractor made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but due to the nature of the work, service, or product contracted, additional subcontracting with CSBs, MBEs or FBEs is either impossible or impractical. The Prime Contractor has provided a **detailed explanation** of the nature of the work and the reasons that additional subcontracting is not possible **on a separate attached page.**

Authorized Representative:			
Signature:		Date:	

SCHEDULE 4
CSB/MBE/FBE SUBCONTRACTOR UNAVAILABILITY/IMPRACTICALITY
CERTIFICATION

REASONS FOR **CSB/MBE/FBE** SUBCONTRACTOR UNAVAILABILITY

Instructions:

You may insert in Schedule 4, under the column Reasons for Unavailability, all letters identifying the reason why each prospective subcontractor listed on Schedule 4 was unable to prepare a bid or unavailable to participate on the City contract for which you are bidding.

Example Reasons for Unavailability

- A. Subcontractor did not respond to the Bidder's request for a quotation.
- B. Subcontractor responded to the Bidder's request but not as to the type of work or supplies for which requested.
- C. Subcontractor does not perform the specific work or furnish the specific supplies the Bidder requested, as part of the type(s) of work or supplies for which OEO has certified it as a CSB/MBE/FBE.
- D. Subcontractor is unavailable because its workforce is or will be fully employed on other work during time of contract performance.
- E. Subcontractor stated it had insufficient time or information on which to prepare a bid. F. Subcontractor's bid price(s) were too high to be competitive (Explain in detail).
- G. Other. (Explain in detail)

Office of Equal Opportunity 2015 Submission Schedule

Monthly Subcontractor Payment Reports Certified Payroll Reports

All required Office of Equal Opportunity (OEO) monthly reporting shall be submitted via the B2Gnow Contract Compliance Monitoring System (Cleveland.DiversityCompliance.com) and the LCPtracker Certified Payroll Tracking System (www.LCPtracker.net – for Construction Contracts over \$100,000) according to the following schedule:

<u>REPORTING MONTH</u>	<u>DATE DUE</u>
DECEMBER 2014	JANUARY 21, 2015
JANUARY 2015	FEBRUARY 24, 2015
FEBRUARY 2015	MARCH 24, 2015
MARCH 2015	APRIL 21, 2015
APRIL 2015	MAY 21, 2015
MAY 2015	JUNE 23, 2015
JUNE 2015	JULY 21, 2015
JULY 2015	AUGUST 21, 2015
AUGUST 2015	SEPTEMBER 22, 2015
SEPTEMBER 2015	OCTOBER 21, 2015
OCTOBER 2015	NOVEMBER 24, 2015
NOVEMBER 2015	DECEMBER 22, 2015
DECEMBER 2015	JANUARY 21, 2016

Exhibit D: Subcontractor Addition and Substitution Policy and Procedure



Subcontractor Addition and Substitution

Policy and Procedure

Mayor Frank G. Jackson

EFFECTIVE DATE: November 1, 2011

Direct Questions to: Commissioner James E. Hardy (216) 664-2629

Sub-contractor Addition and Substitution Policy and Procedure

Purpose

The purpose of this Policy is to state the policies and practices which all City departments should follow to obtain the previous written Board of Control consent required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

Policy and Procedure

Each subcontractor proposed for a City contract, whether for a purchase, public improvement, or professional services, must be approved by the Board of Control (the "BOC") *prior* to the commencement of work and or services by the subcontractor. Subcontractor approval will be considered by the BOC upon recommendation of the department Director. A subcontractor identified as a certified Cleveland-Area Small Business ("CSB"), a Minority Business Enterprise ("MBE"), or a Female Business Enterprise ("FBE") (each generically also a "certified sub-contractor") proposed for a contract, whether as an additional or substitute subcontractor, must also be verified as such by the Office of Equal Opportunity ("OEO").

Note: The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

Except upon occurrence of an emergency requiring immediate use of a subcontractor to prevent an interruption of public service or endangerment of public health, safety or welfare as declared and determined solely by the Director, the prime contractor is responsible for submitting all required supporting documentation to the contracting department Director, through the designated Project Manager for the contract (the "Project Manager"), if any, no less than 3 (three) weeks in advance of the date the additional or substitute subcontractor is needed on the project, to allow time for internal and BOC approvals without delay or interruption of the project.

Note: The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

The contracting department Project Manager, if any, for a particular contract will serve, on behalf of the department Director, as the primary contact for the prime contractor. The contracting department Director is responsible for assessing the completeness and sufficiency of the supporting documentation received from the prime contractor and subcontractor, for timely processing of the documentation through the appropriate internal department review(s) and approval(s) and forwarding to the OEO, if required, for evaluation and approval prior to any placement on the Board of Control agenda and for submitting the appropriate Board of Control resolution for approval.

Substitution for a Certified Subcontractor. A contractor must provide the contracting department director, through the Project Manager, written justification for any proposed substitution for a certified sub-contractor.

When obtaining one or more substitutes for a certified subcontractor, a contractor shall make a good-faith effort to fulfill or exceed its original certified subcontractor utilization commitment or the contract goal(s) for the contract, whichever is greater. (Section 187.13 C.O.) The contractor shall document its good-faith effort by submitting complete, revised OEO Schedules 2 and 3 to the contracting department Director, through the Project Manager, with its request to the City for approval.

Note : The OEO shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

Federally Funded Projects. For projects funded directly or indirectly by the federal government where the contracting department is responsible for monitoring Disadvantaged Business Enterprise ("DBE") participation, the department's monitoring unit shall perform the role otherwise performed by OEO. The supporting documentation for the evaluation and approval of an additional or substitute DBE subcontractor must be forwarded to OEO for information purposes. The department Director shall also submit any necessary supporting documentation with its request for Board of Control approval.

Monitoring and Enforcement. The Project Manager shall, under direction of the department Director, verify that the contractor's subcontractor utilization complies with the Board of Control's subcontractor approval(s) by reviewing the contractor's documentation and by worksite visits. The presence on the Project worksite of any subcontractor not previously approved by the Board of Control shall be immediately reported to the department Director for action.

The Project Manager shall maintain copies of all verification records in the contracting department.

Penalties for Non-Compliance. The Project Manager will document and report any findings of non-compliance with this Policy by a contractor to the contracting

department Director. The department Director will then submit a copy of the findings, and a recommendation for action or no action, to the Director of Law. If non-compliance with Chapter 187 C.O. is found regarding a certified sub-contractor, the department Director must also submit a copy of the findings to the Director of the OEO for determination of sanction(s) or penalty(ies) under that chapter and/or under the contract terms.

Exhibit E: Sample Professional Services Agreement (To be amended as necessary to incorporate specifics of the project) and City of Cleveland Professional Services Contracts Reimbursables Policy

AGREEMENT

Between

THE CITY OF CLEVELAND

And

This Agreement for professional architectural and engineering services is entered into as of this _____ day of _____ 2015, between the City of Cleveland ("City"), a municipal corporation of the State of Ohio, through its Director of the Mayor's Office of Capital Projects ("Director"), under the authority of Ordinance No. XXX-XX, passed by City Council on _____, and Board of Control Resolution No. XXX-XX, adopted on _____, and _____ ("Consultant"), _____, through its duly authorized officer.

RECITALS:

1. The City desires to obtain professional architectural and engineering services required to provide for rehabilitation and construction of _____.
2. Consultant has proposed by its _____ proposal to furnish such professional services.
3. The City finds Consultant's proposal acceptable and desires to hire and engage Consultant to supplement the staff of the City and furnish the services necessary, in accordance with Consultant's proposal and the terms, conditions and provisions contained in this Agreement.

In consideration of the payments and the mutual promises contained in this Agreement, the parties agree as follows:

SECTION I. EMPLOYMENT AND SERVICES

A. General

As of the date of execution of this Agreement, the City accepts, except as otherwise provided herein, and Consultant agrees to be bound by the City's _____ Request For Proposal ("RFP"), Exhibit A, and Consultant's _____ Technical and Fee Proposals (collectively, the "Proposal"), Exhibit B. Exhibits A and B are made a part of this Agreement, except as they may be changed or modified by any provisions of this Agreement. Complete copies of the RFP and the Proposal are attached

to the original of this Agreement on file in the City's Division of Accounts. A copy of the cover page of the RFP is attached as Exhibit "A-1" and copies of the Proposal transmittals are attached as Exhibit "B-1" and "B-2". In the event of any conflict between the scope of services contained in the Proposal and RFP, the provisions of the RFP shall govern. Consultant agrees to perform and is engaged under the terms, conditions and provisions of this Agreement to provide the professional architectural, engineering, site design and other services required in connection with various _____ facility improvements (the "Project").

The professional architectural and engineering services to be furnished by Consultant shall be divided into the following areas:

- Summary of Needs Study
- Stage I. Preliminary Design
 - Schematic Design Phase
 - Design Development Phase
- Stage II. Construction Documents
 - Construction Documents Phase
 - Bidding Phase
- Stage III. Administration of Construction Contract

B. The services Consultant shall furnish under any or all stages are those usually rendered and set forth for the Architect in the current edition of the American Institute of Architects ("AIA") Standard Form of Agreement between Owner and Architect (B101-2007), published and issued by the AIA and shall include, in addition, all of the various architectural and engineering services required or necessary to complete the Project, including such services and duties as are set forth in this Agreement. If there is any conflict between the services furnished under that AIA Standard Form of Agreement and those set forth in this Agreement, this Agreement shall control.

C. Consultant shall furnish and perform all services under this Agreement to the best of its ability and as required or necessary to complete the Project. Consultant shall attend all necessary conferences with the City during all stages of the services, and shall notify the Director in advance if a conference is called by a party other than the Director and shall provide written notes of the conference to each attendee for all such meetings.

D. Consultant shall carry full insurance coverage on drawings, detail specifications and other valuable information against loss by fire, damage, destruction and theft, until the improvement contemplated has been constructed and the corrected original tracings required by the City have been furnished to the City. The cost of such full coverage shall be included in the basic fee set forth in Section II below.

E. All services to be rendered under this Agreement shall be performed under the direct supervision, coordination, and approval of and to such extent and at such times as may be directed by the Director. The Director shall make all final decisions pertaining to composition, design, selection of materials, equipment, and all other items.

F. The forms to be used and the methods and procedures followed by Consultant for the submission of all items required by or pertaining to the services that are to be furnished under this Agreement shall be in accordance with the directions of the Director.

G. Consultant shall periodically visit the site of the work to familiarize itself with the general conditions, limitations, progress, and quality of the site.

H. Consultant shall obtain, if necessary, a field survey sufficient to report on existing conditions and to show the location of property boundaries, elevations, utility lines, existing buildings, and such other information as may be needed. All survey work shall be performed by a registered surveyor or registered engineer, as the work requires. All survey work that can be platted shall be drawn to an approved scale in digital prints on medium to heavy weight (preferably acid-free) bond paper. If necessary, soil investigation and boring, layout required for soil exploration, soil-bearing determinations, soil analysis, and structural, mechanical, chemical, and other laboratory tests of materials, inspections, and reports shall also be obtained by Consultant from qualified engineers. Consultant shall arrange for all such services, subject to the prior approval of the Board of Control, unless the City elects its right, which it expressly reserves, to provide those services apart from this Agreement. Three prints of any survey drawings and three copies of any reports on soil investigations and boring and determinations shall be forwarded to the Director immediately upon their completion. Consultant and its sub-consultants shall provide services under this Agreement in accordance with current, accepted professional standards appropriate for the size, complexity, schedule and other characteristics of the Project in the jurisdiction where the project is located. (the "Standard of Care")

SUMMARY OF NEEDS STUDY

A Summary of Needs Study is a systematic process for determining and addressing the requirements, goals and the constraints for this project. A vital part of the pre-design planning process, it will consist of but not be limited to the following services:

- Programming
 - Basic Engineering, Architectural, and Site and Landscape Design programming

- Interior building improvements
- Systematic consideration of MEP systems across numerous Public Facilities to capitalize on economy of scale and ease of maintenance
- _____ engineering design services
- Consultant's architectural design services
- Mechanical systems assessment
- Electrical systems improvements
- Environmental Ground Penetrating Radar
- Civil Engineering Services
- Consultant shall host a Project Kick-off Workshop to establish project goals and aspirations with the key project stakeholders (list of which is to be pre-approved by the Director).
- Consultant shall host a LEED Kick-Off Workshop (with all design and engineering disciplines and decision-makers to set project goals for sustainability)
- LEED review and recommendations for achieving minimum target of LEED Silver; supported by LEED Checklist
- Project schedule

I. Stage I. Preliminary Design

1. The Preliminary Drawings and Estimates of Costs and other Stage I services shall be performed by Consultant under the direction and with the approval of the Director. Such services shall include: Schematic Design Phase and Design Development Phase.

2. A site plan showing the survey and soil borings information called for in Paragraph "H" above, including pertinent parts of existing buildings or structures to which the new work will be attached or connected, and other documents to fix and describe the size and character of specific projects as to structure, materials, and other essentials as appropriate.

3. Schematic Design Phase Services shall consist of a Concept Sketch, a Concept Design and a Final Schematic Design, as follows:

a. Concept Sketch: based upon the outcome of the two Workshops held in the Summary of Needs Study, Consultant shall prepare and present to the Director for approval three (3) alternative Concept Sketches of the site and architectural design. These documents shall consist of rough, diagrammatic drawings, photos of architectural/program precedents and other supporting materials suggesting different methods of approaching the design while meeting project requirements.

b. Concept Design: based upon the Director's selection of a Concept Sketch direction, Consultant shall prepare and present to the Director for approval three (3) alternative Concept Design solutions of the project. These documents, in a more refined manner than the Concept Sketches, shall describe alternative methods of achieving the vision established from the selected Concept Sketch as well as illustrate the scale and relationship of the Project components.

c. Final Schematic Design: based upon the Director's selection of a Final Conceptual Design, Consultant shall prepare and present to the Director for approval Final Schematic Design Documents. The Final Schematic Design Documents shall consist of drawings and other documents including a site plan and preliminary building plans, sections and elevations, and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

4. Consultant shall consider the value of alternative materials, building systems and equipment, together with other considerations based upon program and aesthetics, in developing a design for the Project that is consistent with the City's program, schedule and budget for the cost of the work for the Project.

5. Consultant shall submit to the Director an estimate of the cost of the work for this phase.

6. Based upon the Director's approval of the Final Schematic Design Documents, and on the Director's authorization of any adjustments in the Project requirements and the budget for the cost of Work, Consultant shall prepare Design Development Documents (defined herein as all documents prepared as part of Stage 1) for the Director's approval.

7. The Design Development Documents shall also show all elevations and sections, with sufficient dimensions of the work and its various parts. The scale of such drawings shall be the same scale as the original drawings or as otherwise agreed to by the Director.

8. Consultant shall prepare and submit to the City a reasonably accurate Preliminary Estimate of Costs, based on costs of comparable work in this area and sufficient for use in developing project funds from governmental agencies. This cost Estimate shall also be broken down according to the major trades and classes of work.

9. Consultant shall prepare an outline specification describing in general the type of construction and materials and other pertinent information.

10. During the development of the Design Development Documents, Detail Specifications and Preliminary Estimate of Costs, Consultant shall confer as necessary and as required with the Director, members of his staff and any other officials of the City as the Director may direct in order that the intent and requirements of the City in regard to the improvement and its scope are met as nearly as practicable.

11. After obtaining approvals from the City Design Review Committee, the City Planning Commission and the Director for the Design Development Documents and such other data or documents as may be necessary or required, Consultant shall furnish five (5) prints of the Design Development Documents and five (5) copies of the Estimate of costs and Detail Specifications to the Director.

12. The approved Design Development Documents, Estimates of Costs and Detail Specifications shall be control documents for the Construction Drawings, Detail Specifications and other documents (the "Construction Documents") required to obtain bids and to form the basis of contract bids for the actual construction of the project.

13. The City will not consider the Services to be rendered under Stage I as completed until all approvals required by the City at this Stage have been obtained, including that of the Director and until the five (5) required prints and copies of required information have been filed with the Director.

J. Stage II. Construction Documents

1. Consultant shall prepare the Construction Documents called for in this Section J. as Stage II services from the approved Preliminary Drawings, for approval by the City, and shall set forth in customary detail consistent with best practices the requirements for the construction of the entire project including the necessary bidding information. Consultant shall assist the City in the preparation of bidding forms, the Conditions of the Contract and the form of agreement between the City and the Contractor, in obtaining, tabulating and analyzing bids and in processing and filing all forms and documents required for all approvals of any governmental authorities having jurisdiction over, or providing funding for, the Project. Consultant shall advise the City of any adjustments to previous Estimate of Costs indicated by changes in requirements or general market conditions. All such services shall be performed under the direction and with the approval of the Director. All drawings shall be in digital prints on medium to heavyweight (preferably acid-free) bond paper or other approved medium, and the construction drawings shall be on a scale as required for the Project.

2. The Construction Drawings shall include a comprehensive site plan showing the information called for under Stage I and other drawings showing necessary

dimensions to provide a full development of the Preliminary Drawings, including materials and plans for all elevations, longitudinal and transverse sections, and drawings for structure and electrical work. The drawings shall also show and make provisions appropriate for distribution, outlets and connections for utilities for the construction area as may be required for the project. The City and Consultant for itself and its sub-consultants acknowledge that in order to construct the Project, the Contractor will provide additional information, including shop drawings, product data, samples and other similar submittals.

3. Consultant shall prepare electronic and printed copies of the Detail Specifications for incorporation into a bidding document with certain forms of Instructions to Bidders, General Conditions, Supplemental General Conditions, bond, affidavit, and form of bid, which the City will furnish to Consultant, with other pertinent bid documents.

4. Consistent with its Standard of Care, Consultant shall prepare all such drawings and detail specifications in compliance with the then existing provisions of all applicable codes and other requirements of the various governmental authorities and other bodies having jurisdiction over the Project,.

5. From time to time and as the Director may require during the performance of Stage II services, Consultant shall submit prints of drawings, detail specifications and other contract documents and data for review and approval by the Director and, if requested, the Department of Law.

6. When the Construction Drawings, Detail Specifications, and other Bidding Documents have been approved by the Director and the form and contents of the contract documents have been approved by the Department of Law, Consultant shall furnish 30 sets, as approved, to the Director for bidding and other purposes. Drawings shall be bound in sets. Detail Specifications and other bidding documents shall be bound in an appropriate cover.

7. The City will not consider the services to be rendered under Stage II as completed until the Construction Drawings, Detail Specifications and other bidding documents have been formally approved by the Director, the Department of Law if requested, and any other City official whose approval is required and until the City has received the 30 sets of Construction Drawings, Detail Specifications, Final Cost Estimate and other bidding documents.

8. Approval of drawings and detail specifications by the Director or any other City official or department shall constitute only acknowledgment of conformance of the drawings and detail specifications with the applicable codes and requirements of the official or department of the City concerned, but shall not relieve or excuse Consultant from responsibility for any errors, omissions or conflicts in drawings

and detail specifications, and no fee or compensation will be paid to Consultant for the cost of rectification of any work required on account of such errors or omissions.

K. Stage III. Administration of Construction Contract

1. During construction of the Project, Consultant shall render professional architectural and engineering consultation and advisory services in administration of the construction contract, acting as representative of the City, under the direction of the Director. When the Director and the Consultant, or their authorized representatives, are both present on the job site, all questions regarding the construction work or the construction contract shall be taken up by Consultant or its representative with the Director. Consultant may stop the construction work whenever the Director instructs Consultant that such stoppage is necessary to ensure proper performance of the construction contract. Consultant, with the approval of the Director, may order the removal and replacement of work failing to meet the requirements of the construction contract. Consultant's final instructions or decisions relating to the quality of workmanship and the strength, durability of materials, general appearance, and general progress shall all be subject to the approval of the Director. Consultant shall make written recommendations to the Director with respect to all claims and other matters pertaining to the execution and progress of the construction work and the interpretation of the contract documents. The Director shall make all the final decisions on all such matters.

2. Consultant shall, in administration of the construction contract, observe and inspect the work periodically, as required and as directed, but at least at weekly during regular working hours and at other times more frequently as necessitated by type and nature of the work being performed and at each site where and when work is actively being performed. Consultant shall, at all times, have access to the work whenever it is in preparation or progress. The City agrees that Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall Consultant be responsible for any contractor's failure to perform the work in accordance with the requirements of the Construction Documents, provided Consultant has first notified the Director promptly in sufficient time to remedy the failure when it observes or anticipates such a failure. Consultant shall be responsible for Consultant's or its employee's or agent's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of, the general contractor or of any other persons or entities not under Consultant's direction or control performing portions of the work.

3. Consultant shall visit the site to become familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in conformance with the Specifications and other contract

documents. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, unless specifically required by the Director. On the basis of appropriate site visits, Consultant shall keep the Director informed about the progress and quality of the portion of the Work completed, and promptly report to the Director (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Particularly, Consultant shall:

a. Cause its sub-consultants, if any, as applicable, to periodically visit the site of the improvement to inspect and report on the adequacy and correctness of the portion of the work designed and specified by the sub-consultants;

b. Review, check, approve for conformance with the design concept of the project and process all shop drawings submitted by the contractor for the Project or any portion, review and evaluate proposed changes to the Contract, and perform such other professional services as may be normally required during the construction phase of the Project; and

c. Keep records of accounts with the Contractor and review the Contractor's applications for payments, review monthly estimates for payment while construction work is being carried on, certify the correctness of such estimates which, when properly certified, shall be transmitted to the Director not later than the 10th of the month following that in which the work covered by the estimate was performed, prepare and certify, during and at the end of the guarantee period, any estimates due the Contractor. During the period of guarantee, Consultant shall furnish such services as the Director may require to assure that the guarantee provisions are carried out by the Contractor.

4. Consultant shall provide, if in the opinion of the Director the job so requires, qualified full-time resident architectural services in the field for continuous daily administration and inspection of the project, as distinguished from the services to be provided under subparagraph 2 above. The City shall compensate Consultant for the costs incurred for any such services at the rates set forth in Section II. All personnel shall be acceptable to the City and Consultant and shall work under the direction of Consultant.

5. During the progress of the work, Consultant shall furnish the Director with written reports as necessary, but at least monthly, of the progress and quality of the work and of any other information required by him. Consultant shall also cooperate with the Director in preparing and checking any other information and data required by the construction work.

6. Based on observations at the site and on the Contractor's

Applications for Payment, Consultant shall determine the amount owing to the Contractor and shall issue Certificates for Payment to the Director for approval. The issuance of a Certificate for Payment shall constitute a representation by Consultant to the City, based on Consultant's observations at the site and on the data comprising the application for payment, that the work has progressed to the point indicated; that to the best of Consultant's knowledge, information and belief, the constructed work is in accordance with the Contract Documents subject to the following: an evaluation of the Work as a functioning whole upon Final Completion; the results of any subsequent tests required by the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and any specific qualifications stated in the Certificate for Payment; and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of the Contract Sum.

7. Consultant, together with the Director, shall conduct inspections to determine the Date of Final Completion, shall receive written guarantees, if required, and related documents assembled by the Contractor, and shall issue a Final Certificate of Payment.

8. When the construction work has been completed, Consultant shall correct the approved construction drawings to conform to the "record" conditions and submit such corrected original approved drawings, drawn on bond paper or other appropriate medium, to the Director to become the property of the City. Digital copies of all documents required under this Agreement shall be provided to the City in AutoCAD® drawing (~.dwg file format) and Microsoft Word® document (~.docx file format), respectively on one (1) compact disc. It is understood "record" drawings or "as built" plans consist of the Construction Document drawings modified to reflect the "as-built" condition. The Contractor is responsible for recording as-built information to the Contract Documents. Consultant may rely on the accuracy of the as-built information provided by the Contractor and shall not be responsible for any inaccuracies, errors, omissions, ambiguities, or conflicts which may be introduced to the record drawings as a result of the Consultant's reliance on such information.

9. Record Documents

Consultant is responsible to establish an outline of Record Documents at the beginning (i.e. within 60 days after the Notice To Proceed) of the construction period and to submit them to the Director for acceptance. The Director's acceptance of them does not preclude the Director from requiring additional Record Documents.

At a minimum, Record Documents shall specifically include Drawings, Specifications and Addenda that incorporate the Contractor's As-Built conditions.

Consultant shall transmit a copy of an electronic file of Drawings and Specifications as part of the Record Documents required by the Director.

The revised original contract drawing tracings or computer files must be labeled "Record Drawings" and show the date(s) of Consultant's revision(s). Consultant will deliver the Record Drawings to the Director in the number and format required by the Director. Consultant will also deliver to the Director the As-Built Drawings used in the preparation of the Record Drawings.

The Director may thereafter use the Record Documents for any purpose relating to the Project including, completion of, or renovation of, or additions to the Project.

10. The City shall not consider the services to be furnished by Consultant under Stage III as completed until: a). all parts of the improvement, as constructed, have been certified as having been constructed and built in accordance with all Codes and other applicable provisions required by the various departments, bureaus and other governmental authorities having jurisdiction over or interest in the Project; b). such certificates are in possession of the Director; c). the estimate for the last payment to the Contractor, or contractors, has been certified and transmitted to the Director; and d). the corrected original documents required by the City called for in paragraphs 8 and 9 above have been received by the Director.

SECTION II. PAYMENTS TO CONSULTANT

A. The total amount to be paid Consultant for the required architectural and engineering and other professional services, including any site, structural, mechanical, and other work to be performed under this Agreement, shall not exceed *****.

B. If bids for construction of the project, based on approved Construction Drawings, Detail Specifications and bidding documents are obtained and a construction contract is not awarded for one or more facilities in the Project, the fee for the services performed under Stage I and Stage II shall be the same proportion of the total fee for each such facility as Stage I and Stage II services rendered for that facility bear to the total of Stages I, II, and III services anticipated for it.

C. If the City, for any good reason, terminates this Agreement under the provisions contained in this Agreement, the City shall pay Consultant for the proportion of its services rendered up to the time of termination. At the request of the City, Consultant shall furnish, at the actual cost of their reproduction, copies of all parts of plans or detail specifications, or both, worked on up to the time of termination.

D. The City shall pay Consultant monthly after receipt by the Director of a verified statement itemizing the services performed during the previous month. Before payment of the statement, the Director shall approve it as to the extent of services

rendered and the rate of compensation by endorsement of his signature thereon.

E. All Reimbursable expenses are included in the fees for basic and additional services and are not separate from or in addition to those fees.

F. It is understood and agreed that the total fee provided under this Agreement shall not be altered by reason of the construction work for the Project improvements being let in more than one contract.

SECTION III. PAYMENT FOR ADDITIONAL SERVICES

A. If Consultant is directed in writing by the Director to make substantial changes or modifications in any drawings or detail specifications, or both, already completed by Consultant and approved by the City, resulting in an increase in the scope of services hereunder, the City shall pay Consultant for such additional or special services and expenses at the hourly rates set forth in Consultant's September 5, 2014 Fee Proposal, provided, however, that no additional services may be performed without the prior approval of the Board of Control, and if necessary, additional certification of funds for the costs of such services and issuance by the Director of a requisition and order for such services.

B. If resident architectural services are required by the City under paragraph K.4. of Section I above, City shall pay Consultant for these services at the hourly rates set forth in paragraph A of this Section III.

C. If requested by the Director, Consultant shall prepare and submit an estimate of the cost of any additional services and the time necessary for their performance before authority will be given to perform such services.

D. Invoices for such additional services shall be in the same detail and form as provided for regular services and shall be submitted monthly during the time the additional services are rendered. Consultant shall certify each invoice as to its correctness.

SECTION IV. NONTRANSFERABILITY

A. Except for the services of The Osborn Engineering Company and Regency Construction Services, Inc., previously approved by Board of Control resolution, no professional services shall be sublet or rendered under this Agreement except to and by such registered professional architects or engineers as may be first nominated by Consultant, approved by the Director and authorized by the City Board of Control.

B. Consultant may not assign, sublet or transfer any part or all of its interest

in and to this Agreement without the prior written approval of the Board of Control, and if any such approval be given, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom the Agreement is assigned, sublet or transferred, as fully and completely as Consultant is bound under this Agreement.

SECTION V. RIGHT TO INSPECT

Any authorized representative of the City shall, at all reasonable times, have the right to inspect and examine the drawings, Detail Specifications and other contract documents at Consultant's office during the period of their preparation.

SECTION VI. SPECIAL PROVISIONS

A. The final determination of questions arising with respect to the meaning and intent of the plans, drawings, Detail Specifications, and other construction contract documents shall rest with the Director and the Director of Law.

B. If the progress of the construction of the project is delayed or suspended in whole or in part, the extent of the services required under this Agreement shall be altered in such manner as may, in the opinion of the Director, be reasonable. The Director, together with Consultant, shall review and determine if any alteration to the compensation is merited.

C. The term "Director", as used in this Agreement, unless otherwise qualified, shall mean the Director of the Mayor's Office of Capital Projects, such duly authorized representatives as may be designated from time to time and, for architectural and other professional services or matters, the City Manager of Architecture and Site Development *or*, Chief Architect. The term "Consultant", as used in this Agreement shall include such representatives as Consultant may duly authorize or designate in writing in advance to the City from time to time.

D. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, Detail Specifications and other services furnished by Consultant under this Agreement. Consultant shall be and remain liable to the City in accordance with applicable law for damages to the City to the extent caused by Consultant's negligent act, error or omission in the performance of any of the services to be furnished under this Agreement.

If Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

E. Indemnification

1) Professional Liability

With regard to professional liability claims, Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, from and against all claims, losses, expenses, damages and liabilities based on any injury or damage to person or property to the extent arising from a negligent act, error or omission by Consultant, its employees, others under its direction and control, or anyone for whom Consultant is otherwise legally liable, in any drawings, specifications or other documents or other performance required under this Agreement.

2) General Liability

With regard to general liability claims, Consultant shall indemnify, defend and hold harmless the City from and against all claims, damage, loss and expense including, but not limited to reasonable attorneys' fees, arising out of the acts or omissions of Consultant, and attributable to any injury to persons including, but not limited to, sickness, disease or death, or to damage or destruction of property (other than the work itself) including loss of use resulting therefrom.

F. Paragraphs D and E above of this Section VI shall survive the completion of the work and services to be performed under this Agreement and the termination of this Agreement.

G. Consultant shall, at its expense at all times during the performance of services under this Agreement, maintain policies of both comprehensive general and professional liability insurance insuring Consultant against the indemnification obligations undertaken in paragraphs D and E of this Section VI. The comprehensive general liability insurance shall name the City as an additional insured, shall have limits of not less than \$1,000,000.00 for any one incident, and shall be primary with respect to Consultant's general liability, notwithstanding any other insurance covering City. The professional liability insurance shall have limits of not less than \$1,000,000.00 for any one incident.

1. The required insurance policy or policies provided shall provide as follows:

The Company agrees that ten days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be sent by mail to the Director of Law of the City of Cleveland.

If the insurance company(ies) cannot or will not provide such notice, then Consultant shall notify the Director, in writing, at least 30 days before it cancels or reduces the insurance coverage or limits, and within no more than 10 days after it receives notice of any cancellation or reduction of the insurance by an insurance company.

2. Upon execution of this Agreement, Consultant shall provide the Director of Law of the City with an exact copy of the required insurance policy or policies. Consultant shall also provide a copy of endorsement including the City as an additional insured under the Consultant's comprehensive general liability coverage. The endorsement shall be submitted no later than 30 days after the execution date of this Agreement.

3. If an exact copy of the insurance policy or policies required above cannot be timely provided, Consultant shall submit to the City a certificate(s) of insurance with respect to such policy or policies. Such certificate(s) shall contain the notification provision set forth in subparagraph VI.G.1. above. If the additional insured endorsement required above is not available at the Agreement execution date, Consultant shall submit to the City a notation of the endorsement together with either a Binder or an Advice of Insurance with respect to such endorsement.

4. The policy or policies, certificate(s), Binder or Advice required in paragraphs 2 and 3 above shall, as to form, coverage and carrier, be satisfactory to the Director of Law. If at any time, the coverage or carrier on any policy shall become unsatisfactory to the Director of Law, Consultant shall, forthwith, provide a new policy meeting the requirements of that Director.

H. It is understood that if the City provides data, reports or analysis of any field survey, soil investigation and boring, soil analysis, structural, mechanical, chemical and other laboratory tests of materials and inspections under its election in Section I., paragraph H. above so to do, that such surveys, investigations, borings, analyses, tests and inspections may be incomplete and are not hereby warranted to show actual subsurface, field or materials conditions. Consultant agrees that it will make no claim against the City if, in carrying out the work, the actual subsurface and other conditions encountered do not conform to those indicated by such data, reports, results or analyses.

SECTION VII. STAGE PERFORMANCE TIMES: PROCEED AUTHORITY

Upon execution of this Agreement, the City and Consultant shall agree upon a schedule for the performance of the services required under this Agreement.

SECTION VIII. TERMINATION: SUSPENSION OR ABANDONMENT OF WORK

The City may terminate this Agreement at any time during the term upon 30 days' written notice to Consultant. Additionally, the City may, at any time during the term, suspend or abandon, in whole or in part, the services under this Agreement. In either case, the City shall pay Consultant for services rendered up to that time on account of such work. Such payments shall be made to Consultant by the City for partial services in proportion to the percentages of the total fee due and payable at the completion of

the several stages of the work as set forth under Section II.

SECTION IX. STATE INDUSTRIAL COMPENSATION

Consultant shall at all times during the term of this Agreement subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required under these laws and to save said City harmless from any and all liability from or under these laws. It shall also furnish at the time of delivery of the Agreement and, at such other times as may be requested, a copy of the official certificate or receipt showing the payments. As between the parties, Consultant waives any constitutional or statutory immunity derived from compliance with the Workers Compensation law of the State of Ohio for damages at common law or by statute for any injury, occupational disease, or bodily condition received or contracted by any of Consultant's employees in the course of or arising out of their employment in connection with or incidental to, either directly or indirectly, the use, occupancy or condition of the Premises, or exercise of Consultant's privileges or obligations under this Agreement.

SECTION X. SOCIAL SECURITY ACT

Consultant shall be and remain an independent contractor with respect to all services performed under this Agreement and agrees to and does accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or may later be imposed under any state or federal law that are measured by the wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements that are now or may later be issued or promulgated under the respective laws by any duly authorized state or federal officials, and Consultant also agrees to indemnify and save harmless the City from any such contributions or taxes or liability.

SECTION XI. DEFAULT

A. Consultant shall be in default of this Agreement if any of the following occur:

1. It makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition under the federal bankruptcy laws or any other law or statute of the United States or any state or local governmental body, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of the property;

2. It abandons or discontinues its operations for the City except when

such abandonment or discontinuance is caused by fire, earthquake, war, strike or other calamity beyond its control;

3. It fails to prepare adequate drawings, plans, specifications, other contract documents or data, or fails to provide proper administration of the Project or refuses or fails to follow instructions of the Director, or otherwise fails to perform satisfactorily any of the terms, conditions and provisions of this Agreement and such failure continues for a period of five days after written notice of such failure is given it by the City.

B. Upon the occurrence of any one or more of the events set forth in Paragraph A of this Section or upon any other default or breach of this Agreement, the City may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

1. Without waiving any default, to pay any sum required to be paid by Consultant to others than the City and which Consultant has failed to pay under the terms and conditions of this Agreement and any amounts to paid by the City, with interest thereon at 8% per annum from the date of such payment and all expenses connected therewith, shall be repaid by Consultant to the City on demand;
2. To enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms, provisions or conditions of this Agreement;
3. To sue for the performance of any obligation, promise or agreement devolving upon Consultant for performance or for damages for the nonperformance thereof, all without terminating this Agreement; and/or
4. The Director, upon ten days' written notice of intention to do so, may terminate this Agreement and have the services then uncompleted performed by another Consultant or otherwise, or the Director may terminate this Agreement upon completing any of the services that have been authorized by the Board of Control.

C. If the City fails to make payments to Consultant, without due cause, in accordance with this Agreement, such failure may, at Consultant's option, be cause for suspension of performance of services under this Agreement. If Consultant elects to suspend services, Consultant shall give at least seven days' written notice to the City before suspending services. In the event of a suspension of services, Consultant shall have no liability to the City for delay or damage caused the City because of such suspension of services. Before resuming services the Director, together with

Consultant, shall review and determine together with Consultant whether Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Consultant's services. Consultant's fees for the remaining Services and the time schedules shall be equitably adjusted.

D. All rights and remedies granted to the City in this Agreement and other rights and remedies that the City may have at law and in equity are declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights to later terminate or to exercise any other remedy granted in this Agreement or to which it may be otherwise entitled.

SECTION XII. NOTICES AND PAYMENTS

All notices that may be proper and necessary to be served and payments to be made under this Agreement shall be sent by regular mail, postage prepaid, to the following addresses or to such other address as either party may designate for such purposes.

Notices to the City shall be delivered or addressed to it at:

City of Cleveland
Division of Architecture and Site Development
601 Lakeside Avenue, Room 517A
Cleveland, Ohio 44114
Attention: Christopher Diehl, AIA LEED GA, Manager

With a copy to:

City of Cleveland
Mayor's Office of Capital Projects
601 Lakeside Avenue, Room 113
Cleveland, Ohio 44114

Notices and payments to Consultant shall be delivered or addressed to it at:

_____, Inc.
100 West Normal Ave; Suite 100
Cleveland, Ohio 44115

SECTION XIII. EQUAL OPPORTUNITY

This Agreement is a "contract," and Consultant is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."). During the term of this Agreement, Consultant shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.22(b) C.O., attached as Exhibit "C" and made a part of this Agreement as if fully rewritten. A copy of such clause shall be made a part of every subcontract or agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom Consultant may deal.

SECTION XIV. CONSTRUCTION OF AGREEMENT

A. Generally. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause may require, the same as if such words have been fully and properly written in the number and gender. Consultant agrees that no representation or warranties of any type shall be binding upon the City, unless expressly authorized in writing in this Agreement. In the event of any conflict between the provisions of this Agreement and Consultant's proposal, the provisions of this Agreement shall govern. The headings of sections and paragraphs, if any, to the extent used in this Agreement are used for reference only, and in no way define, limit or describe the scope or intent of any provisions of this Agreement. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed original, but such counterparts together shall constitute but one and the same instrument. This instrument constitutes the entire Agreement of the parties on the subject matter of this Agreement and shall not be deemed amended except by a writing signed by the parties.

The following documents are incorporated into this Agreement, whether or not attached in full:

1. Exhibit "A" - City's Request for Proposal,
2. Exhibit "B" - Consultant's Proposal,
3. Exhibit "C" - Equal Opportunity Clause,
4. Ordinance No. XXX-XXX
5. Board of Control Resolution No. XXX-XX
6. Consultant's Non-competitive Bid Contract Statement.

B. Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, the invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement. This Agreement shall be interpreted and construed as if such term or provision, to the extent it has been held invalid, illegal or unenforceable, was never contained in this Agreement.

C. No Partnership Created. Nothing contained in this Agreement shall be deemed to constitute the City and Consultant as partners in a partnership or joint venture for any purpose whatsoever.

D. Laws of Ohio. This Agreement shall be construed in accordance with the laws of the State of Ohio.

[The remainder of this page is intentionally left blank]

The parties have caused this Agreement to be executed as of the date first-
above written.

SIGNED IN THE PRESENCE OF:

CITY OF CLEVELAND

(Witness)

Matthew L. Spronz, Director
Mayor's Office of Capital Projects

(Witness)

_____, INC.

(Witness)

By: _____

(Witness)

Title: _____

Printed Name

Tax Identification Number

The legal form and correctness
of this agreement is approved.

BARBARA A. LANGHENRY
Director of Law

By: _____
Jeffrey B. Marks
Assistant Director of Law

Date: _____

City of Cleveland
Professional Services Contracts
Reimbursables Policy
01/01/2014

The following constitutes the City of Cleveland's Reimbursables policies to be used in the City's Professional Services Contracts.

1. Direct Labor vs. Reimbursables

All expenditures in Professional Service Contracts shall fall into one of two categories: Direct Labor, and Reimbursables. Direct Labor shall mean the hourly work (billed by the appropriate hourly rates and multipliers) of the Prime Consultant and all identified Professional Subconsultants. Any expenditure that is not the Direct Labor of the Prime Consultant nor the Subconsultants shall be considered a Reimbursable expenditure.

2. Labor Multipliers

In order to be considered responsive, the Prime Consultant and each Subconsultant shall submit with its proposal the labor multipliers to be used on this project. Each Prime Consultant and Subconsultant shall acknowledge that the following items are included in their multipliers:

<u>2.1 Direct Labor</u>	<u>100.00%</u>
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2.2 Fringe Benefits:

Vacation
Holiday
Sick Time
Career Development
Incentive Compensation
Cap Contribution
Social Security Taxes
State Unemployment
Federal Unemployment
Health & Dental Insurance
Worker's Compensation
Retirement

2.3 Overhead Salaries

Admin. & Office General
Committees & Societies
Bids & Proposals
Technical Research
Marketing
Strategic Programs

2.4 Overhead Expenses

- Admin & Office General Travel
- Committees and Societies
- Bid & Proposal Costs
- Technical Research
- Marketing
- Strategic Programs
- * Rent Expense
- * Telephone & Telegraph
- * Engineering & Office Supplies
- * Engineering & Office Printing
- Depreciation
- * Furniture & Equipment Rental
- Subscriptions
- Dues to Professional Societies
- Repairs
- * Postage
- Library
- * Lease Car
- Temporary Help
- Recruiting
- * Computer Expense
- Audit & General Legal
- Consulting Fees
- General Insurance
- Professional Liability Insurance
- Misc. & Other
- Legal Expenses
- Home Office Allocations
- Real Estate/Property Tax
- Fringe Benefits on Overhead Salaries
- Profit

The portions of the items designated by an asterisk (*) above that are not dedicated to this project shall be included in the Consultant's multipliers. The Project portion of the asterisked items (*) shall be subject to the other conditions enumerated in this policy. The Consultant shall ensure that all portions of all other items listed above are included in its multipliers, and not include portions in the reimbursables submittal. The Consultant shall also ensure that all of the following indirect labor is included in the multiplier and not in the direct labor fees: executives; business development staff; accountants; overtime, except where required by law; and time devoted to contract preparation.

3. Reimbursables List

The Consultant shall submit with its Proposal an extensive and detailed list of all expected reimbursable items, with estimated cost. This list shall be finalized, in a format approved by the City, during contract negotiation. No other reimbursable expenses will be allowed on the project, unless pre-authorized by the City in writing.

Each quarter, the Consultant shall submit, for the City's review and approval, an updated projection of the reimbursables list. This projection shall indicate each item in the reimbursables list, and for each item, the original budget amount, the most recently approved budget amount, the amount spent to date, the estimated amount still needing to be expended, and the new, requested budget amount, if needed. The Consultant will be allowed to recommend moving funds between items, but the City must grant such approval in writing. The Consultant shall not be allowed to expend funds on any line item in excess of the approved budget amount for that line item, until the City approves a modification to the budget amounts that would allow for such expenditures.

4. Invoicing

The Consultant shall submit monthly a separate invoice for reimbursable expenditures. Each invoice shall be delivered to the City in less than 30 calendar days after the end of the month being billed for, and normally with the monthly labor invoice. Such reimbursable invoices shall be in a format approved by the City, and shall include all necessary supporting documentation as called for elsewhere in this policy. Such supporting documents shall be properly dated, legible and reproducible.

5. General Qualifications for Reimbursables

In general, items procured that are not Direct Labor must be devoted to at least 50% of the time to the project during the duration of the project in order to be considered for direct cost reimbursement. Expenses on items (including Class 2 travel) devoted more than 50% but less than 100% to this project shall be pro-rated, with only that portion devoted to the project being billed for. Items devoted less than 50% to this project shall be included in the Consultant's multiplier. Use of items previously owned or leased by the Consultant (such as computer or CAD workstations), regardless of how much devoted to this project, shall be included in the multiplier and not be billed as a direct cost reimbursable. Assets purchased as a reimbursable for this project shall be turned over to the City when the Consultant no longer has need for them on this project. All reimbursables shall be paid on actual costs, supported by actual receipts, unless otherwise indicated. **Direct cost reimbursable items shall have no markup or multiplier applied to them.**

No expenditures for individual reimbursable items over \$10,000 shall be made without prior written approval of the City. The City reserves the right to direct the Consultant to terminate making reimbursable expenditures on any and all categories and expenses.

6. Office Expenses

In some cases the City will allow and even expects the Consultant to establish a Project Office dedicated solely to a project and from which no other business shall be conducted. In such cases, the Consultant can include the following expenses generated by the Project Office either in the multipliers, or in the reimbursables provided actual invoices are submitted:

- Equipment maintenance
- Recurring communication expenses (including leased lines, cellular phones, pagers, telephones)
- Office Supplies
- External reproduction/binding
- Film developing
- Postage
- Office rent

It must be clear in the Consultant's proposal whether all such and similar expenses are accounted for in the reimbursables or in the multipliers.

For a Consultant with a dedicated Project Office, those office expenses generated by other offices (the Prime's other offices, Subconsultants' offices) can be paid as a direct cost reimbursable only if the item is 100% devoted to this project (e.g. postage and long distance phone calls made on behalf of this project), and only if backed up by actual invoices. Otherwise, all non-Project Office expenses (e.g. rent for other offices) must be included in the Consultant's or Subconsultants' multipliers.

For projects in which there is no dedicated Project Office, the Consultant can include as reimbursables only those office expenses devoted 100% to this project (like postage and long distance calls made on behalf of this project,) and only when supported by actual invoices. Office expenses less than 100% devoted to this project (like rent, utilities, use of Consultant's computer workstations) must be included in the Consultant's multiplier. Smaller items, such as office supplies and hand calculators, even if 100% dedicated to the project, shall be included in the Consultant's multiplier.

It is anticipated that any necessary trailer space for the Consultant at the project/construction site will be provided by the construction contractor.

7. Equipment

Equipment to be purchased or leased that will be at least 50% dedicated to this project, and meeting the other qualifications above, including computer hardware and software, fax machines, copying equipment, plotters, printers, communication equipment, cameras/camcorders, overhead projectors, and walky talkies, can be included with the direct cost reimbursables for this project. It is expected that virtually all equipment needing to be acquired, especially computer hardware, shall be leased as opposed to purchased. Only in special cases (such as specialty software like Primavera) and only with the prior approval of the City, shall a Consultant be allowed to purchase equipment for this project. The Consultant shall provide copies of the lease agreements and shall include with its invoices copies of its invoices from the supplying vendor.

8. Vehicles and Local Travel

In some cases the City will allow the Consultant to obtain Project Vehicles, dedicated solely to this project. Project Vehicles shall be leased only, not purchased. Copies of the leasing agreement and vendor invoices must be submitted for direct cost reimbursement. Related Project Vehicle costs, such as fuel, parking, maintenance, and insurance shall be included in direct cost reimbursables, and shall be paid on actual costs, supported by actual invoices.

For the use of personal (i.e. non-Project) vehicles, the Consultant shall be paid at the per mile rate (\$0.565 per mile as of January 1, 2013) that the City pays internally to its staff for mileage. For such vehicle use, the Consultant shall be paid out of direct cost reimbursables, but only if the travel is work related.

9. Markup on Subconsultants

Indirect costs related to the Subconsultants, like the liability/risk of hiring Subconsultants, Subconsultant oversight, cost of negotiations/business procurement, and interest on cash flow, shall be included in the Consultant's multipliers. Any other actual direct cost shall be billed as a reimbursable expense supported by actual invoices. Effort expended on managing Subconsultants shall be billed as a direct

labor charge. **The Consultant shall not include in the direct cost reimbursables any indirect costs or markups on Subconsultants' labor or reimbursables.**

10. Special Services

Special Services, used solely for the benefit of this project and not performed by the Prime Consultant or by the Subconsultants, such as electrical testing, hazardous material testing, training, deliveries, diving services, office and field office setups and maintenance, and telephone and network installations and maintenance, shall be included in the direct cost reimbursables. All such services must receive prior written permission from the City. **No markups or other indirect handling costs on these Special Services shall be included in the direct cost reimbursables.** The Consultant shall include any such indirect costs or markups in its multipliers. Any direct labor involvement by the Prime Consultant or Subconsultants in managing these services shall be billed in the labor charges.

11. Personal Allowances

Reimbursement on all items in this category shall be from the direct cost reimbursables, supported by actual receipts and invoices, except as noted. All regulations in this category shall apply to the Prime Consultant, all Subconsultants, and Special Services staff. Consultant's staff shall be classified into four classes:

Class 1. Staff Already Living in the Greater Cleveland Area.

Class 2. Infrequent Travelers to Cleveland. Those staff coming to Cleveland for less than a two week stay. Staff hired by the Consultant after the Notice To Proceed has been issued and assigned to this project can only be classified as Class 1 or Class 2.

Class 3. Staff with Extended Stays in Cleveland. Out of towners who will work in Cleveland for stretches longer than two weeks, but less than one year.

Class 4. Relocated Staff. Key, full time project staff (e.g. project manager) who relocate from out of town to work full time for the duration of the project, and for a minimum of one year's time.

- **11.1 Class 1:** Such staff qualify for no reimbursement expenses (travel, lodging, meal, per diem, etc...) whatsoever.
- **11.2 Class 2: Travel:** Actually incurred expenses (air, bus, rail, car rental, taxi, etc...) shall be paid for Class 2 staff. However, the charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made; regular economy class fares for air travel.) Class 2 travel shall require prior City approval. Rental car optional insurance is not reimbursable.
- **11.3 Class 2: Per Diem Expenses:** Class 2 daily expenses for meals, telephone, etc. shall be paid out of direct cost reimbursables, based on actual costs, with actual receipts submitted with invoices. Reimbursement shall not be made for alcohol, private phone calls, nor for meals for guests or associates of Class 2 staff. Gratuities of up to 15% on meals shall be allowed, but no other gratuity of any type shall be allowed. If a weekend or other non-workday occurs in the middle (but not at either end) of a Class 2 person's stay, that person shall be entitled to per diem and lodging expenses for those non-work days. For days worked in the Cleveland office, Class 2

daily expenses for meals, telephone, etc. shall not exceed \$40.00/day to cover all travel and living expenses other than airfare (actual receipts are required); actual expenses for airfare will be reimbursed when travel takes place and must be submitted with supporting receipts, with travel to/and from the airport in Cleveland covered at actual cost, with receipts required. Travel to the airport from home, and travel from the airport back home is not a reimbursable expense.

- **11.4 Class 2 Lodgings and Related Services:** Direct cost reimbursement shall be made, based on actual expenses, for apartments or hotels. The charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made), and shall be supported by actual receipts. The City shall also reimburse for any City/County Hotel Taxes over and above the Federal guideline.
- **11.5 Class 2 Commute Time:** Class 2 travelers shall be allowed to bill their time commuting between Cleveland and home as a labor expense, if such travel occurs during normal working hours. No other Class shall be allowed to bill any commute time as a labor expense.
- **11.6 Class 3 Travel:** Class 3 staff shall be allowed intermittent travel back home. Consultant shall remain within the initial contract budget for this item. Additionally, the City will only pay actual invoiced amounts, and in no case more than a cap of \$800.00 per month for such travel for each Class 3 staff member. Only Class 3 staff shall qualify for this allowance. Travel expenses for Class 3 staff's initial trip to and final trip from Cleveland shall be paid on an actual basis, and shall not apply against any month's cap. These expenses shall be included in the direct cost reimbursables.
- **11.7 Class 3 Per Diem Expenses:** Class 3 staff shall be given an allowance for each full calendar day (including non-working days) spent in the Cleveland area, to be included in the direct cost reimbursables. The Consultant shall submit with its monthly invoices a log for each Class 3 person, indicating the date in town and the allowance being requested. In no case shall the allowance exceed \$40.00/day per individual in the Cleveland area. This allowance shall cover daily meals, telephone, television, laundry, local travel, etc. Actual receipts for this particular item are required. Travel to/and from the airport in Cleveland is covered at actual cost, with receipts required.
- **11.8 Class 3 Lodgings:** Class 3 staff are expected to secure apartments in the Cleveland area. Direct cost reimbursements shall be made for actual rental costs, supported by actual receipts. Rental for weekend and other non-working days shall be reimbursable. In no case shall rent exceed a cap of \$1,000/month per person.
- **11.9 Class 3 Inflation:** Inflation shall be measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Midwest Region, as tracked by the Federal Bureau of Labor Statistics. The amount of inflation shall be determined each year, beginning one year after Notice to Proceed, and shall be re-determined on each anniversary of Notice to Proceed. The \$800 per month cap for Class 3 Travel, and the \$1000 per month cap for Class 3 Lodgings, will be allowed to increase annually by the amount of inflation so determined.

- **11.10 Class 4 Relocation Expenses:** Reasonable relocation to Cleveland expenses (including transportation of household items and two cars, incidentals, temporary lodging and meals for family [not to exceed one month in duration], and one, 3-day spousal trip to Cleveland) shall be allowed based on actual expenditure, with an upper limit of \$20,000 per individual. Only Class 4 staff qualify for relocation expenses. Class 4 staff qualify for relocation expenses, but for no other Personal Allowance expenses.

12. Taxes

Purchases for this project are exempt from state and local sales taxes. The Consultant shall use the City's tax exempt number (available as necessary) for such purposes.

Exhibit F: Consultant Selection Questionnaire

CITY OF CLEVELAND

Division of Architecture & Site Development
Cleveland, Ohio

CONSULTANT SELECTION QUESTIONNAIRE

DATE: _____

in response to RFP for _____

This questionnaire is to be completed separately by the prime consultant and any major sub consultants who would be utilized. Sections that are not applicable should be marked as such.

GENERAL

1. Name of Firm: _____

Contact Name: _____

E-mail address: _____

2. Telephone number: _____

3. Address: _____

4. Branch offices THAT MAY PARTICIPATE IN THIS PROJECT, address(es) and phone number(s)

5. Firm licensed to practice professionally in the State of Ohio? _____

6. Length of time in business: _____

7. Form of business entity (corporation, proprietorship, partnership, limited partnership, joint venture, other....explain)

8. State in which business is registered: _____

9. Firm taxpayer identification number(s) or social security number(s)

10. The City requires you to carry adequate amounts of both Comprehensive General Liability and Professional Liability/Errors and Omissions Insurance coverage appropriate to the project. The City further requires you to obtain and to furnish to the City an endorsement {usually entitled "Additional Insured (Owner or Lessee)"} to the Comprehensive General Liability insurance naming the City as an additional insured under the policy. Please list the amounts of coverage you will carry for this project:

A. Comprehensive General Liability _____

B. Professional Liability/Errors and Omissions _____

The amount of insurance coverage carried will be considered, in light of the nature and size of the project, in evaluating your proposal.

11. Number of Employees:

	CURRENTLY EMPLOYED	MINIMUM IN LAST 5 YEARS	MAXIMUM IN LAST 5 YEARS
Architects (Registered)			
Architects			
Architectural Engineers			
Structural Engineers			
Electrical Engineers			
Civil Engineers			
Mechanical Engineers			
Draftsmen			
Designers			
Interior Designers			
Other			
TOTAL			

12. What specific professional services will be performed by the firm's regularly employed staff/consultants to the firm? Name firm and describe working relationship with proposed outside consultants:

	<u>IN HOUSE</u>	<u>SUB CONSULTANT</u>
Architectural Design		
Mechanical Engineering		
Electrical Engineering		
Civil Engineering		
Landscape Design		
Structural Engineering		
Interior Design		

13. Name of principal proposed to be responsible for this project (attach resume).

14. Name of project architect/engineer proposed to be assigned to this project (attach resume)

15. Names and position of other key staff proposed to be assigned to this project (attach resume)

16. Are your present commitments such that this project can be started without delay?

EXPERIENCE (Separate sheets should be submitted for each item. Identify each sheet with item number and item title being addressed).

17. Experience (List client's name, project description, construction, construction cost, and services provided).
18. Please list names and descriptions of your projects which you feel best represent the planning/architecture/engineering capabilities of your firm which would qualify you to do this project.

COST CONTROL AND PROJECT EXECUTION

19. Do you perform in-house cost estimating? Identify the team member or sub-consultant that will be responsible for developing the estimates of probable cost for this project and his/her past experience.

20. Describe the cost control and estimating system you would use in the development of this project.

20. Provide a list of five (5) projects completed in the last two (2) years with contact information that would demonstrate your cost estimating abilities.

1

2

3

4

5

OTHER

21. What special advantages does your firm offer the client (expertise, size or other features)?

22. List five (5) client references for whom you have worked in the past five (5) years with current telephone numbers:

1

2

3

4

5

23. List any projects completed for the City of Cleveland or for other Ohio government agencies in the last five (5) years:

24. Has there been any civil litigation brought against your firm and/or any felony criminal proceedings against any principal of the firm in the last five (5) years? _____

If yes, attach a separate sheet to explain.

The aforementioned responses are true and accurate.

Signature of authorized party

Print Name and Title

Exhibit G: Stage / Phase Submittal Checklist

DATE: _____

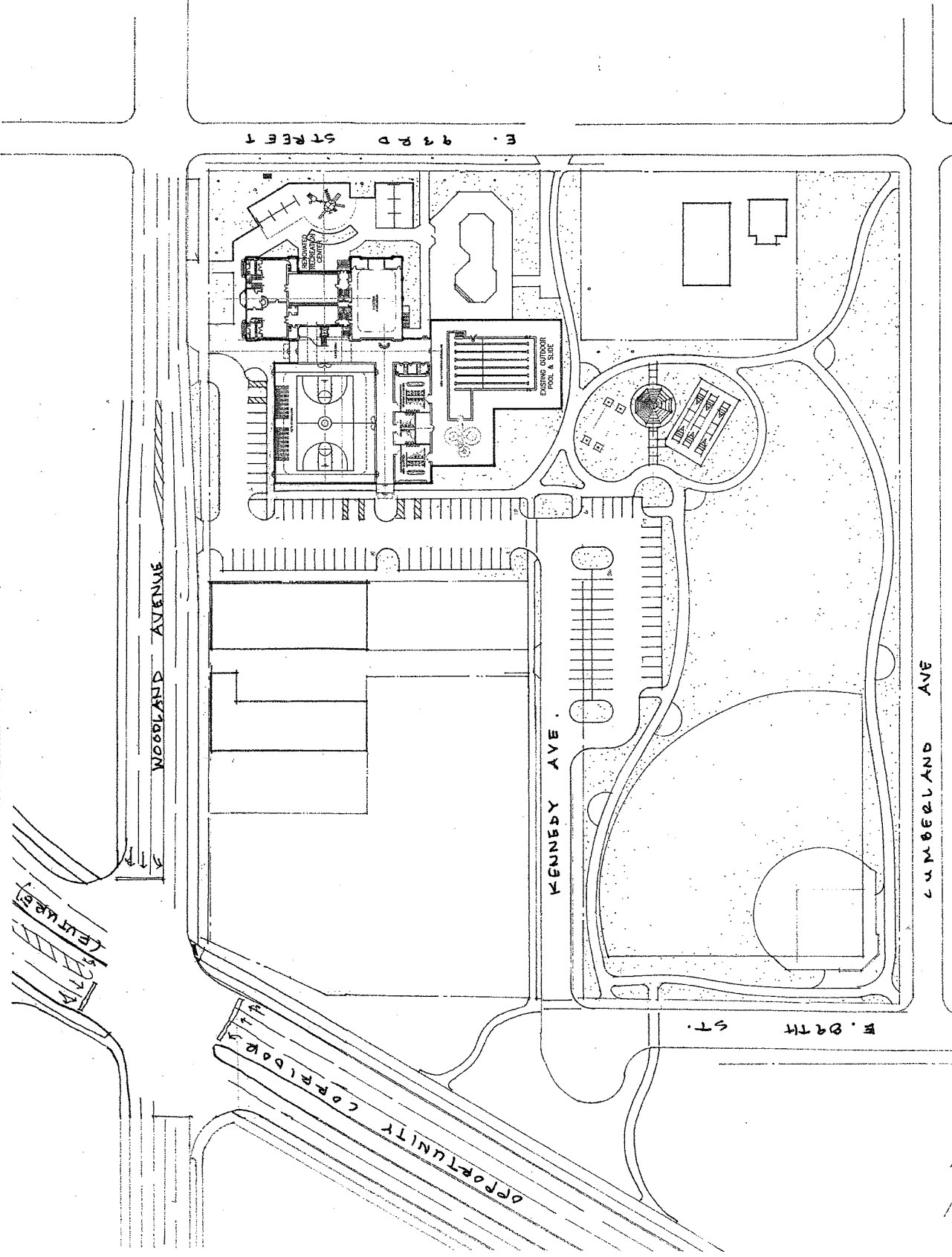
PROJECT:

[illegible]

Exhibit H: Project / Building Plans



CITY OF CLEVELAND
DEPARTMENT OF PUBLIC WORKS DIVISION OF RECREATION
KEN JOHNSON RECREATION CENTER IMPROVEMENTS



Mayer's Office of Capital Projects
Division of Architecture
and Site Development
Cleveland City Hall
601 Lakeside Avenue
Room 4314
Cleveland, Ohio 44114
Phone: 216 664-2374
Fax: 216 664-4220

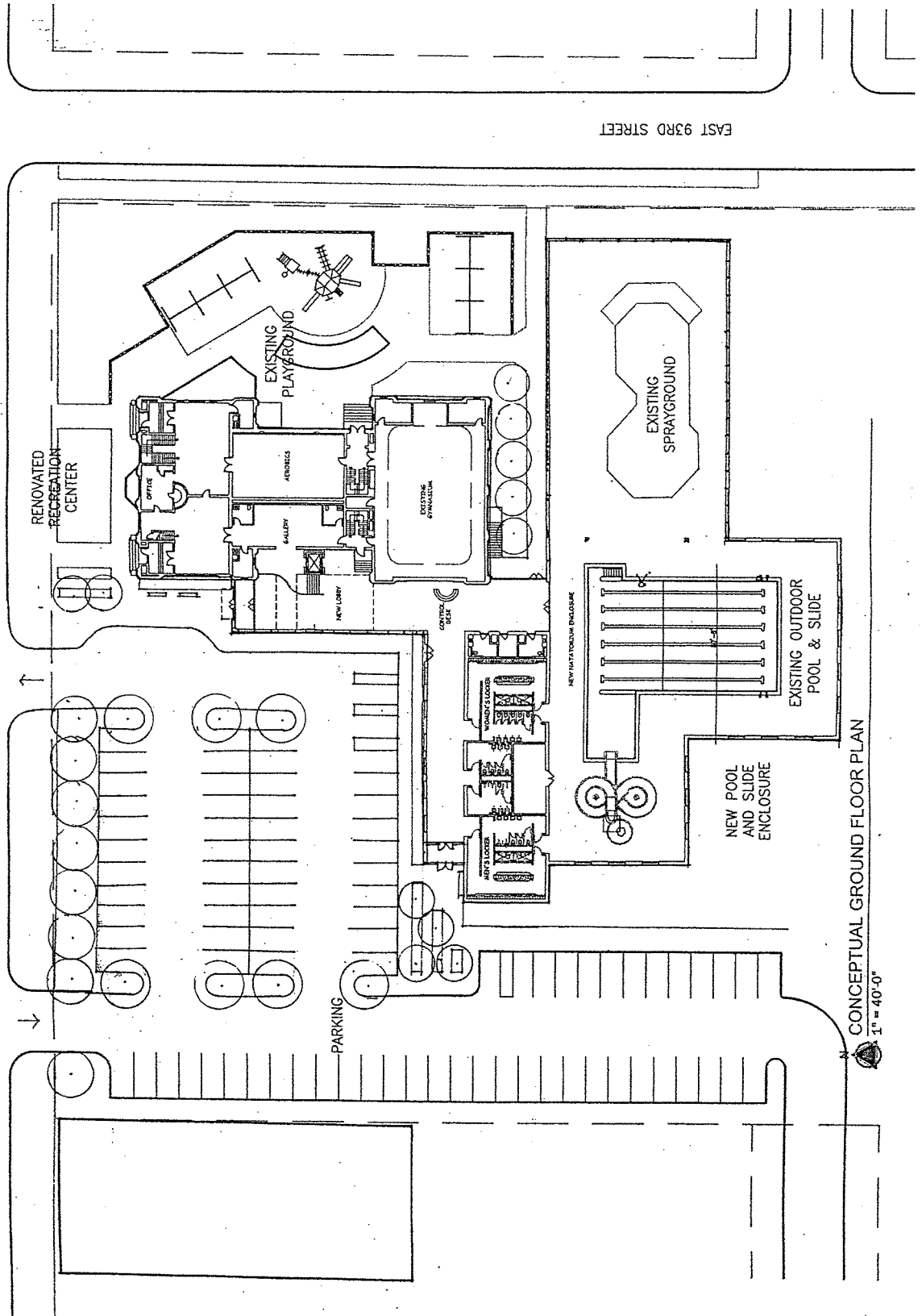
MP1



CITY OF CLEVELAND

DEPARTMENT OF PUBLIC WORKS DIVISION OF RECREATION
KEN JOHNSON RECREATION CENTER IMPROVEMENTS

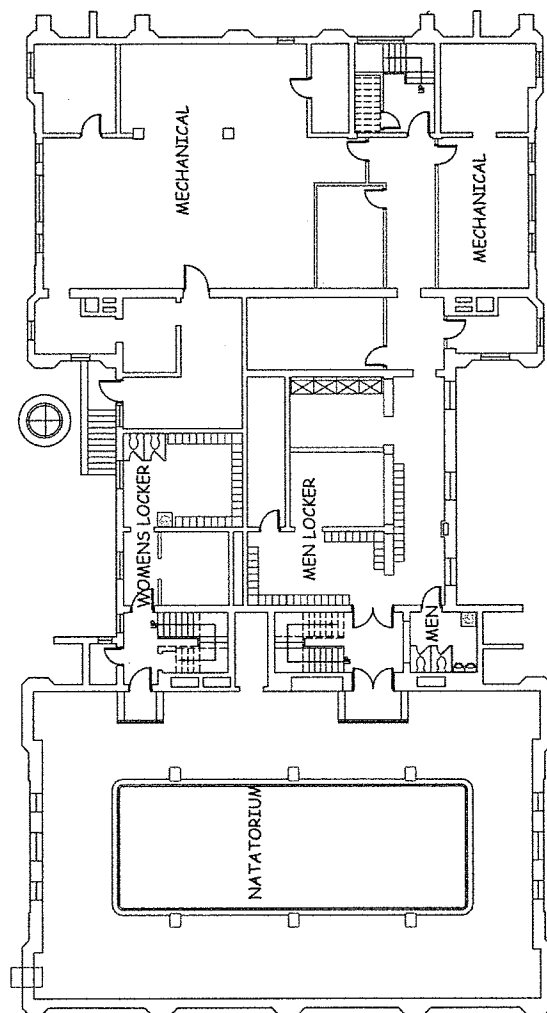
WOODLAND AVENUE



EAST 93RD STREET

CONCEPTUAL GROUND FLOOR PLAN
1" = 40'-0"

Mayor's Office of Capital Projects
Division of Architecture
and Site Development
601 Lakeside Avenue
Room 517 A
Cleveland, Ohio 44114
Phone: 216 664-2374
Fax: 216 664-4220
SK-1-A

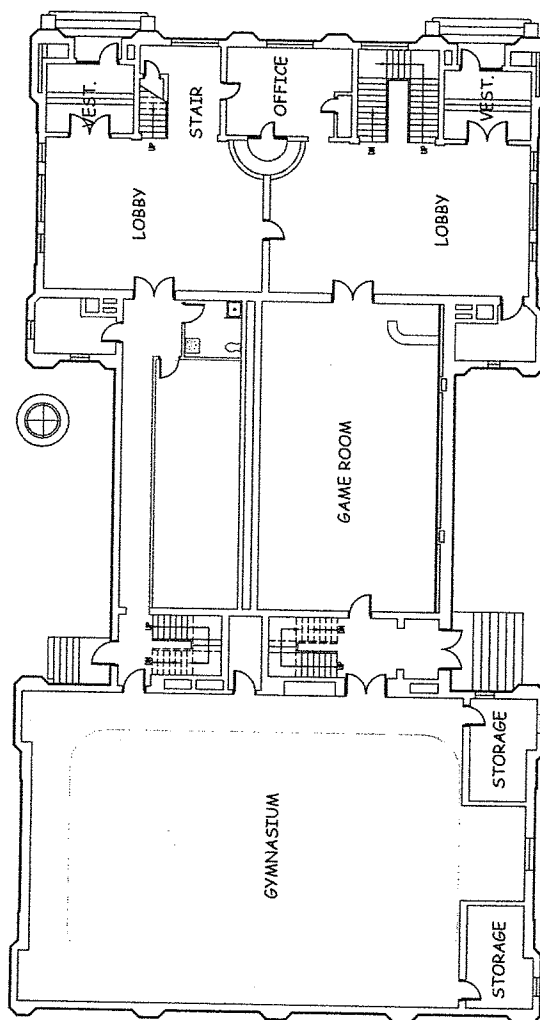


KEN JOHNSON RECREATION CENTER
EXISTING BASEMENT FLOOR PLAN

SCALE: 1/8"=1'-0"

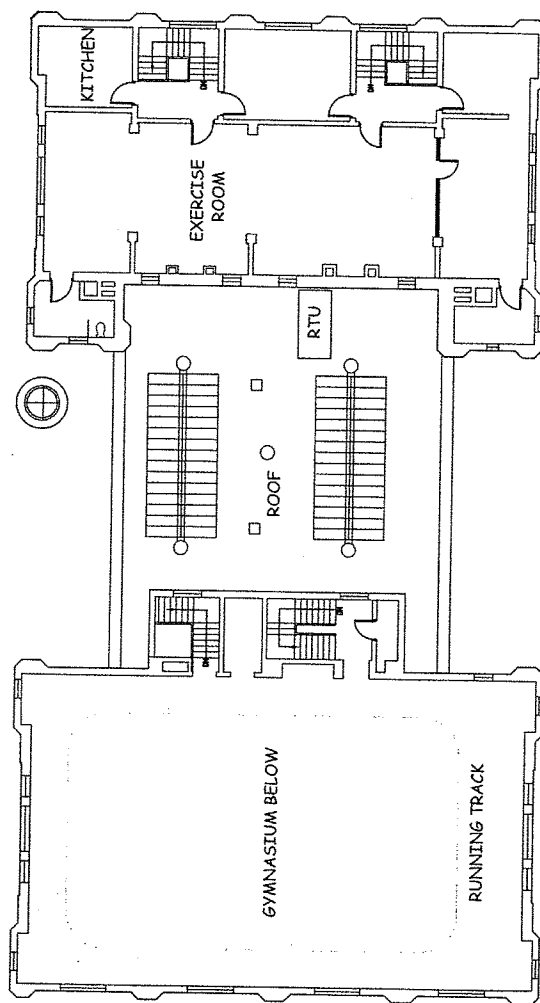


EXISTING POOL EDGE
(MP.)



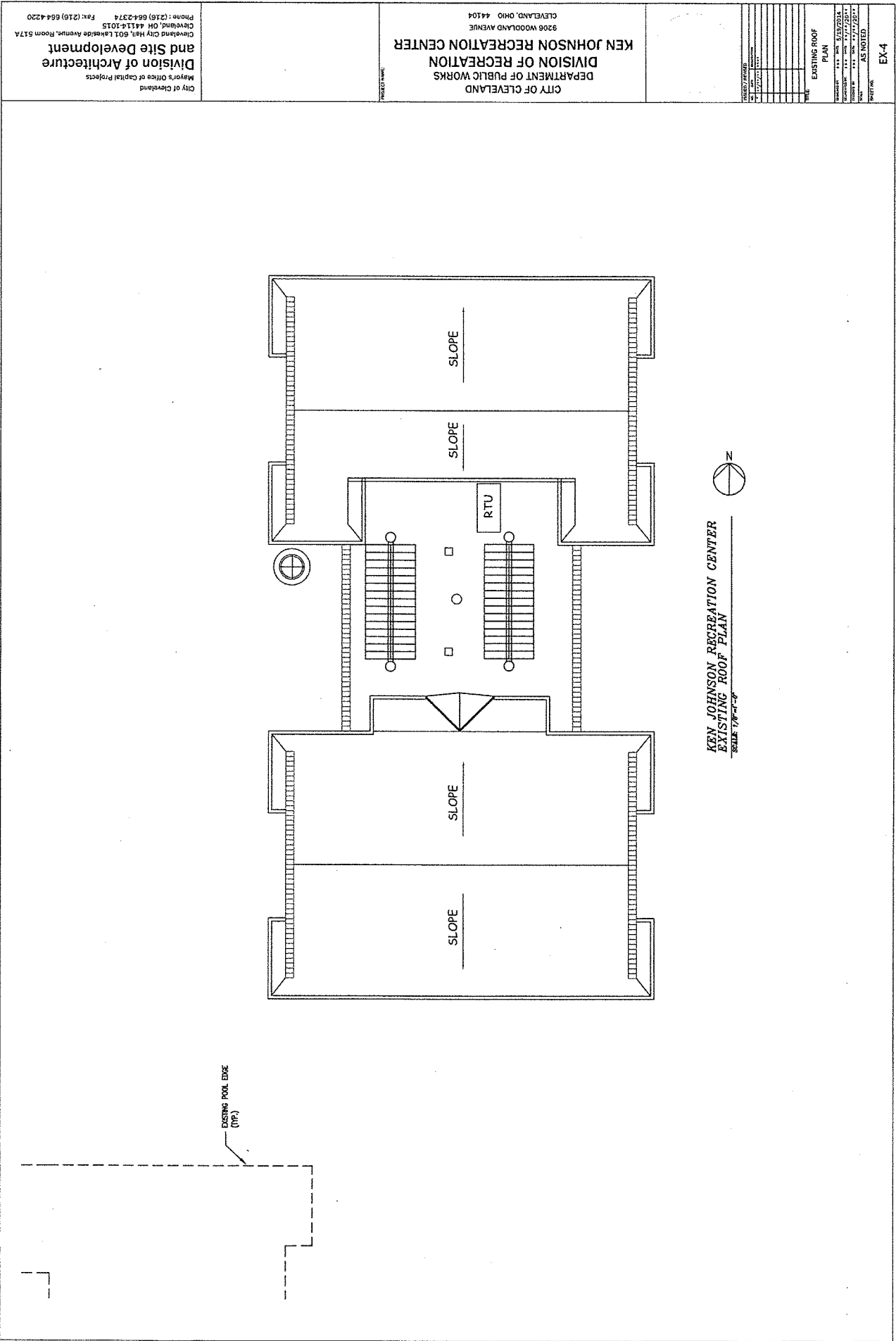
KEN JOHNSON RECREATION CENTER
EXISTING FIRST FLOOR PLAN

EXISTING POOL EDGE
(TYP.)



KEN JOHNSON RECREATION CENTER
EXISTING SECOND FLOOR PLAN

EXISTING POOL EDGE
(TYP.)



KEN JOHNSON RECREATION CENTER
EXISTING ROOF PLAN
SCALE 1/8" = 1'-0"

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	REVISED
3	REVISED
4	REVISED
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99	REVISED
100	REVISED

EX-4

CITY OF CLEVELAND
DIVISION OF RECREATION
KEN JOHNSON RECREATION CENTER
9206 WOODLAND AVENUE
CLEVELAND, OHIO 44104

City of Cleveland
Mayor's Office of Capital Projects
Division of Architecture
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Cleveland City Hall, 601 Lakeside Avenue, Room 517A
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